

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Third Amendment) made and entered into effective upon execution by both parties 21st of November 2024, between the CITY OF FRESNO, a California municipal corporation (City), and LSA Associates, 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 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 now desire to enter into this Third Amendment to extend the term of Agreement period to June 30, 2025, at no additional cost; and

WHEREAS, with entry into this Third 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 Third Amendment are incorporated and made a part of the Agreement.
2. City shall extend the agreement to June 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 Third Amendment is not modified from the original agreement and subsequent amendments.
4. In the event of any conflict between the body of this Third Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Third 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 Third 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, remains in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
A California municipal corporation

LSA Associates,
Incorporated

By: _____
Georgenne A. White
City Manager

DocuSigned by:
By: Tony Petros
8704813CCB4F47F... _____

APPROVED AS TO FORM:
ANDREW JANZ

Name: Tony Petros

City Attorney
Signed by:
By: Jennifer M. Wharton 10/23/2024
250AD6D4466E467...
Jennifer M. Wharton Date
Deputy City Attorney

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

By: _____

Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

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

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

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

[Project Title]
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* If the answer to any question is yes, please explain in full below.

Explanation: _____
 LSA is a subconsultant for Mark Thomas and Company, Inc for the Tradeport California Site Feasibility Study

DocuSigned by:

 S.g. 8704813CCB4F47F...

10/23/2024

Date

Tony Petros
 (name)

LSA Associates Inc
 (company)

3210 El Camino Real, Suite 100
 (address)

Irvine, CA 92614
 (city state zip)

Additional page(s) attached.