

FIFTH AMENDMENT TO AGREEMENT

THIS FIFTH AMENDMENT TO AGREEMENT (Amendment) made and entered into effective upon execution by both parties June 30, 2025, amends the Consultant Services Agreement between the CITY OF FRESNO, a California municipal corporation (City), and De Novo Planning Group, a Company California corporation (Consultant), entered into on March 5, 2019, to obtain professional planning and environmental planning services for the West Area Neighborhoods Specific Plan (Project)

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement dated March 5, 2019, to provide professional Environmental Consulting services for the West Area Neighborhoods Specific Plan Environmental Impact Report and Infrastructure Financing Plan, (Project); and

WHEREAS, City and Consultant entered into First Amendment, dated January 9, 2021, to increase the scope of work by requiring additional services beyond those services referred in the Project; and

WHEREAS, City and Consultant entered into Second Amendment, dated December 9, 2021, to increase the scope of work by requiring additional services beyond those services referenced in the Project; and

WHEREAS, City and Consultant entered into Third Amendment, dated June 23, 2023, to increase the scope of work by requiring additional services beyond those services referred to in the Project, and increasing Consultant's total compensation for satisfactory performance of all services required or rendered pursuant to the Amendment to \$214,353.70 and to extend the contract to December 31, 2024; referenced in the Project; and

WHEREAS, City and Consultant entered into Fourth Amendment, dated October 31, 2024, to extend the contract to June 30, 2025, referenced in the Project; and

WHEREAS, the City and Consultant now desire to modify the Agreement to extend the term of Agreement period to December 31, 2025; and

WHEREAS, with entry into this 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 Amendment are incorporated and made a part of the Agreement.
2. The term of the Agreement shall be extended to December 31, 2025.
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 March 5, 2019, and amended on January 9, 2021, December 9, 2021, June 23, 2023, and October 31, 2024, 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

Signed by:
By: _____
Christine C. Charitar Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
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

De Novo Planning Group
A California Corporation

Signed by:
By: _____
Steve McMurtry
Name: Steve McMurtry

Title: Principal/CFO
(If corporation or LLC., Board Chair, Pres. or
Vice Pres.)

Signed by:
By: _____
Ben Ritchie
Name: Ben Ritchie

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

CONSULTANT:
De Novo Planning Group
Attention: Steve McMurtry
Principal
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
Telephone No: (916) 580-9818