

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment to Professional Services Agreement ("Agreement") is made and entered into by and between KUTAK ROCK, LLP ("Kutak Rock") and the CITY OF FORT BRAGG (the "City"), a municipal corporation of the State of California.

**RECITALS**

- A. Kutak Rock is a law firm that employs attorneys who are fully able to carry out the duties described in this Amendment to Agreement.
- B. The City entered into the Agreement with Kutak Rock on June 3, 2021 to provide legal support services for the City involving real estate acquisition and development.
- C. The City desires to amend the Agreement to add additional litigation support services to the scope of work, to increase the compensation amount accordingly, and to extend the term of the Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Amendment, Kutak Rock and the City agree as follows:

- 1. Paragraph 2.1 "Compensation" of the Agreement is hereby amended to provide as follows:

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A to the Agreement, for a total amount not to exceed One Hundred Thousand Dollars (\$100,000.00).

- 2. Paragraph 4.1 "Term" of the Agreement is hereby amended to provide as follows:

This Agreement shall commence on the Effective Date and expire on March 31, 2023 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

- 3. Kutak Rock shall perform the following additional services under the same terms and conditions as set forth in the Agreement and as amended herein:

Kutak Rock will assist and support the City of Fort Bragg, California, and the City Attorney on an "as-needed" basis (i) to prosecute the matter of *City of Fort Bragg v. Mendocino Railway*, now pending in the Superior Court of the State of California, (ii) undertake such other endeavors and bring such actions as requested by the City and/or the City Attorney to establish the City's ability to exercise its jurisdiction and police powers over the Mendocino Railroad and the lands owned and/or controlled by the Railroad, and (iii) undertake such other matters as the City and/or the City Attorney may reasonably request.

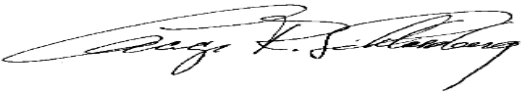
- 4. Except as expressly amended herein, the Professional Services Agreement between the City and Kutak Rock dated June 3, 2021, is hereby reaffirmed.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this First Amendment to Agreement on the \_\_\_\_ day of January, 2022.

CITY OF FORT BRAGG

KUTAK ROCK

By: \_\_\_\_\_  
David Spaur, Interim City Manager

  
By: \_\_\_\_\_  
George R. Slossberg, Partner

ATTEST:

\_\_\_\_\_  
June Lemos, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Keith F. Collins  
City Attorney