

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
WITH COMMUNITY DEVELOPMENT SERVICES**

THIS SECOND AMENDMENT is made and entered into this ___ day of January 2025, by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and PARKER LUCAS & ASSOCIATES DBA COMMUNITY DEVELOPMENT SERVICES, a California corporation, 3895 Main Street, Kelseyville, California 95451 ("Consultant").

WHEREAS, the City and Consultant entered into a Professional Services Agreement ("Contract") on June 1, 2021 in the amount of \$105,774.00; and

WHEREAS, on September 18, 2024, the City and Consultant entered into a First Amendment to the Contract to increase the scope of work and compensation; and

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" ("Boost Fort Bragg Business Loan and Technical Support Program") and desire to set forth their rights, duties, and liabilities in connection with the services to be performed; and

WHEREAS, the cost of providing these additional services will increase the overall contract amount by \$65,000.00, for a total Not to Exceed Amount of One Hundred Eighty One Thousand Three Hundred Fifty-One Dollars (\$181,351.00); and

WHEREAS, the Contract is set to expire on March 31, 2026; and

WHEREAS, the parties desire to amend the contract to extend the services through December 31, 2026; and

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for loan underwriting services is hereby amended as follows:

1. SERVICES PROVIDED BY CONSULTANT

Paragraph 1.1 (Scope of Work) is hereby amended to include the additional work described in Exhibit A attached hereto and incorporated herein by reference.

2. TIME OF PERFORMANCE

Paragraph 3.1 (Commencement and Completion of Work) is hereby amended to extend the time of completion of the project to December 31, 2026.

3. COMPENSATION AND BILLING

Paragraph 2.1 (Compensation) is hereby amended to state, "Consultant's total compensation shall not exceed of **One Hundred Eighty One Thousand Three Hundred Fifty-One Dollars (\$181,351.00).**"

1. Except as expressly amended herein, the Professional Services Agreement, between the City and Consultant dated September 18, 2024, is hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

CITY

CONSULTANT

By: _____
Isaac Whippy
Its: City Manager

By: _____
Jeff Lucas
Its: Principal

ATTEST:

By: _____
Amber Lenore Weaver
Acting City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney