

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

THIS THIRD AMENDMENT is made and entered into this 23rd day of February, 2026, 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, on January 28, 2025, the City and Consultant entered into a Second Amendment to the Contract to increase the scope of work and compensation; and

WHEREAS, the City and Consultant desire to contract for the specific services described in Exhibit A, in connection with Community Development Block Grant Award 24-CDBG-PI-ED-20005, and desire to set forth their rights, duties, and liabilities in connection with the services to be performed; and

WHEREAS, the City and Consultant desire to include current provisions for CDBG-funded projects, as are updated from time to time, in the amended contract; and

WHEREAS, the cost of providing these additional services will increase the overall contract amount by \$66,000.00, for a total Not to Exceed Amount of Two Hundred Forty-Seven Thousand Three Hundred Fifty-One Dollars (\$247,351.00); and

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

WHEREAS, the parties desire to amend the contract to extend the services through October 22, 2028, to allow for Consultant’s services through closeout of 24-CDBG-PI-ED-20005; and

WHEREAS, the costs of these services will be reimbursed by CDBG grants;

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. **COMPENSATION AND BILLING**

Paragraph 2.1 (Compensation) is hereby amended to state, "Consultant's total compensation shall not exceed **Two Hundred Forty-Seven Thousand Three Hundred Fifty-One Dollars (\$247,351.00).**"

3. **TIME OF PERFORMANCE**

Paragraph 3.1 (Commencement and Completion of Work) is hereby amended to extend the time of completion of the project to October 22, 2028.

4. **EXHIBIT C, REQUIRED CONTRACT PROVISIONS FOR CDBG-Aided Consultant Contracts**

- a. **Section 4. Non Discrimination Clause** is hereby amended to include the following:

The Contractor shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program or Project.

State Provisions - State Nondiscrimination Clause

1) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in

Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

2) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all Subcontracts to perform work under the Contract.

b. **Section 18. Drug-Free Workplace Certification** is hereby included:

Contractor, by signing this agreement, hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. This requirement is applicable to all Contracts and Subcontracts of \$100,000 or more

c. **Section 19. Child Support Compliance Act** is hereby included:

Contractor acknowledges and agrees to the following:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

The Contractor, to the best of their knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

d. **Section 20. Reports** is hereby included:

Subcontractor will submit periodic verbal and/or written performance reports as requested by the City at intervals mutually agreed upon by the Contractor and City.

5. Except as expressly amended herein, the Professional Services Agreement, between the City and Consultant dated January 28, 2025, is hereby reaffirmed.

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

CITY

CONSULTANT

By: _____
Isaac Whippy

By: _____
Jeff Lucas

Its: City Manager

Its: Principal

ATTEST:

By: _____
Diana Paoli
City Clerk

APPROVED AS TO FORM:

By: _____
Baron J. Bettenhausen
City Attorney