

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (First Amendment) is entered into by and between Qualus, LLC, a Florida limited liability company (Consultant) and the City of Lompoc, a California municipal corporation (City) for engineering services for the City's Electric Utility.

WHEREAS, City and Consultant entered into that certain Professional Services Agreement effective March 13, 2025 (Agreement), whereby Consultant is to provide engineering services as set forth in Exhibit "A" to the Agreement including electric utility management consultation, electric utility rules and regulations review and update recommendations, advanced metering infrastructure project and construction management support, and electric distribution system master planning; and

WHEREAS, the Agreement provides in Paragraph 9.6 for the modification of its terms only by an instrument in writing, executed by the parties to the Agreement; and

WHEREAS, City and Consultant now wish to amend the Agreement to increase the not to exceed total compensation from \$220,000 to \$570,000 and to extend the termination date from February 27, 2026 to June 30, 2027.

NOW, THEREFORE, the parties hereto do hereby mutually covenant and agree as follows:

1. The parties agree that the recitals above are true and are incorporated herein.
2. Section 5.1 of the Agreement is hereby amended as follows (**bold underlined** text is added, ~~stricken~~ text is deleted);
 - 5.1 **Compensation for Engineering Services:** Consultant shall provide Engineering Services in accordance with the terms, and at the compensation amounts and schedule of remittance, set forth in Exhibit B, which is incorporated by this reference as though set forth in full; provided, that the parties understand and agree the fee schedule is not an estimate but is the complete list of unit costs for which Consultant shall provide the Engineering Services. Total compensation under this Agreement shall not exceed ~~\$220,000~~ **\$570,000**. Total compensation under this Agreement shall also not exceed the annual appropriations available for professional services and capital outlays.
3. Section 7.1 of the Agreement is hereby amended as follows (**bold underlined** text is added, ~~stricken~~ text is deleted);
 - 7.1 **Termination:** Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall remain in full force and effect after execution of this Agreement by City and Consultant until ~~February 27, 2026~~ **June 30, 2027**. Consultant shall satisfactorily complete Engineering Services pursuant to this Agreement within that term, unless the term is modified as permitted for modifications of this Agreement.
4. Except as expressly provided herein the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been executed on the dates written below and shall become effective when executed on behalf of all the Parties, but as of the date executed on behalf of City.

CITY OF LOMPOC, a municipal corporation

Qualus, LLC, a Florida limited liability company:

Dated: _____

Dated: _____

By: _____
Dean Albro, City Manager

By: _____

Its Principal _____

Attest:

By: _____
Stacey Haddon, City Clerk

Approved as to form:

By: _____
Jeff Malawy, City Attorney