

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
RIGHT OF WAY LEGAL SERVICES – CAPITOL BLVD / TROSPER RD
IMPROVEMENT PROJECT**

This Second Amendment ("Amendment") is dated effective this _____ day of _____, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and KENYON DISEND, PLLC, a Washington professional limited liability company ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective February 10, 2020, and First Amendment dated November 23, 2021, whereby the SERVICE PROVIDER agreed to provide legal services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement by increasing the not to exceed agreement amount.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, Section 4.C. shall be amended to increase the contract amount by SEVENTY FIVE THOUSAND and 00/100 DOLLARS (\$75,000.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, First Amendment and this Second Amendment, shall be an amount not to exceed ONE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$150,000.00).

*** Signatures on Following Page ***

2. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
KENYON DISEND, PLLC
11 Front Street South
Issaquah, WA 98027-3820

Debbie Sullivan, Mayor

Signature (Notarized – see below)

Printed Name: _____

Title: _____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____ (name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (title) of _____ (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington,
My appointment expires: _____.