SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND FRESH COAST CAPITAL LLC., D/B/A GREENPRINT PARTNERS, LLC. FOR THE CLIMATE READY RAINSCAPES PROGRAM MANAGEMENT TO CHANGE THE 2025 NOT TO EXCEED AMOUNT FROM \$82,000 TO \$122,000 AND AUTHORIZING ITS EXECUTION

THIS AMENDMENT ("AMENDMENT") TO THE PROFESSIONAL SERVICES AGREEMENT dated December 20, 2024, between the Village of Oak Park, an Illinois home rule municipal corporation, and Fresh Coast Capital LLC, d/b/a GreenPrint Partners, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois, is entered into this _____day of December, 2025 (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement December 20, 2024 ("Agreement"); and

WHEREAS, the Parties amended the Agreement dated June 3, 2025 to increase the not to exceed amount from \$52,000 to \$82,000; and

WHEREAS, the Parties seek to amend Section 3 of the Agreement pursuant to this Amendment to reflect the additional amount of \$40,000 to the 2025 Contract Price for a total amount of \$122,000

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

- 1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
- 2. <u>AMENDMENT TO AGREEMENT</u>. Section 3 of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

Section 3: <u>Compensation for Services</u>

3.1. The Village shall compensate the Consultant for the Services as set forth pursuant to the Consultant's Proposal for an annual amount not to exceed \$82,000 \$122,000 in 2025. Consultant shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., except as set forth herein.

- 3. OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT. All other terms and conditions of the Agreement shall remain in full force and effect.
- 4. **EFFECTIVE DATE**. This Amendment to the Agreement shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Oak Park.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK		FRESH COAST CAPITAL LLC, d/b/a GREENPRINT PARTNERS, LLC.		
By: Kevin J. Jackson Its: Village Manager		By: Its:	Nicole Chavas President + CEO	
Dated:	2025	Dated	d:	_, 2025
ATTEST		ATTEST		
By: Christina M. Waters Its: Village Clerk		By: Its:		
Dated:	2025	Dated	d:	_, 2025