

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
ESA COMPLIANCE SUPPORT SERVICES**

This Amendment No. 1 (this "Amendment") to the Professional Services Agreement – Endangered Species Act Compliance Support Services (the "Agreement") dated May 18, 2022, is entered into this ___ day of December 2022, but made effective for all practical purposes on October 1, 2022, between the City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E. Main Street, John Day, Oregon 97845, and Mason, Bruce & Girard, Inc. ("Contractor"), an Oregon corporation, whose address is 707 SW Washington ST STE 1300, Portland, OR 97205.

RECITALS:

A. City desires to amend the Agreement with Contractor to perform certain Endangered Species Act compliance support services for the John Day Wastewater Treatment Plant.

B. Subject to the terms and conditions contained in this Amendment and the Agreement, Contractor will perform the Services (as defined below) for and on behalf of City. This Amendment shall supersede the Agreement for these clauses (deletion in ~~strike through~~, addition in double underline).

AMENDMENT:

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor for the Services at the fees and hourly rates identified in the fee schedule enclosed in Exhibit B. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) any other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the subject Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for the performance of the Services will not exceed ~~\$15,598~~ \$25,000.

5.1 Term of Agreement; Termination. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until completion of the Services (which in no event will be later than ~~September 30, 2022~~ June 30, 2023) unless sooner terminated or extended as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and Contractor, and/or (b) City may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to the other party. Upon receipt of the notice of termination, except as explicitly directed by City, Contractor must immediately discontinue performing all Services.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Agreement to be executed and effective for all purposes as of the Effective Date.

CITY:

City of John Day,
an Oregon municipal corporation

By: Ron Lundbom

Its: Mayor

Federal Tax Id. No.: 93-6002192

CONTRACTOR:

Mason, Bruce & Girard, Inc.
an Oregon Corporation



By: Michael L. Lester

Its: President

Federal Tax Id. No.: 93-0753092