AMENDMENT NO 1. TO CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF LEBANON, OREGON

AND

NORTHWEST CODE PROFESSIONALS, LLC

This Amendment No 1. to the Contract for Professional Services ("Amendment") is entered into by and between the City of Lebanon, Oregon, a municipal corporation of the State of Oregon, hereinafter referred to as "CITY," and Northwest Code Professionals, LLC, an Oregon limited liability company, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY and CONTRACTOR entered into a Contract for Professional Services dated June 13, 2024, with a contract term commencing July 1, 2024, and ending June 30, 2029; and

WHEREAS, CITY and CONTRACTOR desire to amend the compensation and payment provisions of the existing Contract while maintaining the current scope and level of services;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, CITY and CONTRACTOR agree as follows:

1. AMENDMENT TO SECTION 4 – COMPENSATION

Section 4 of the original Contract, including subsections 4.A through 4.D, is hereby deleted in its entirety and replaced with the following:

4. COMPENSATION. As full compensation for services provided by CONTRACTOR under this Contract, CITY shall compensate CONTRACTOR as follows:

A. September 1, 2026, through October 31, 2026. Compensation for services performed during this period shall remain subject to the compensation provisions of the original Contract.

B. November 1, 2026, through June 30, 2027. CITY shall pay CONTRACTOR a flat monthly fee of Seventeen Thousand Dollars ($17,000).

C. Beginning July 1, 2027. CITY shall pay CONTRACTOR a flat monthly fee of Twenty Thousand Dollars ($20,000) for the remaining term of the Contract, unless otherwise amended in writing by the parties.

D. Included Services. The monthly compensation established in subsections B and C shall constitute full compensation for all services required under Section 2 of the

Contract and the CITY's Building Inspection Program Operating Plan, including but not limited to building official services, building inspections, plan review, office hours, administrative coordination, and all other services within the existing contracted scope.

E. No Additional Compensation. Beginning November 1, 2026, CONTRACTOR shall not receive any additional compensation for services provided under this Contract, including mileage reimbursement, percentage-based plan review fees, hourly charges, reinspection fees, or other supplemental charges. The flat monthly fee shall constitute the total compensation payable by CITY for all services required under this Contract.

F. Level of Service. CONTRACTOR shall continue providing all services required under Section 2 of the Contract and the CITY's Building Inspection Program Operating Plan without any reduction or modification to the existing scope or level of service as a result of the revised compensation structure.

2. AMENDMENT TO SECTION 5 – PAYMENT

Section 5.A of the original Contract is hereby deleted and replaced with the following:

5.A. Beginning November 1, 2026, CONTRACTOR shall submit a monthly billing statement to CITY by the fifth (5th) day of the immediately following month for the flat monthly compensation established in Section 4. CITY shall pay such billing statement on or before the twenty-fifth (25th) day of the month in which it is received.

CITY agrees to pay CONTRACTOR a late payment charge of 1.5% per month for any billing statement received by CITY on or before the fifth (5th) day of the month that is not paid by the twenty-fifth (25th) day of that month.

Section 5.B shall remain unchanged.

3. REMAINING CONTRACT PROVISIONS

Except as expressly amended herein, all other terms and conditions of the original Contract for Professional Services dated June 13, 2024, shall remain unchanged and in full force and effect.

In the event of any conflict between the provisions of this Amendment and the original Contract, the provisions of this Amendment shall control.

4. EFFECTIVE DATE

This Amendment shall become effective upon execution by both parties. The revised compensation provisions established in Section 4.B through 4.F shall take effect November 1, 2026.

5. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Contract for Professional Services.

CITY OF LEBANON, OREGON

By: _____

Name: _____

Title: _____

Date: _____

NORTHWEST CODE PROFESSIONALS, LLC

By: _____

Jack Applegate, Manager

Date: _____