

FIRST AMENDMENT TO PERSONAL SERVICES AGREEMENT

This FIRST AMENDMENT TO PERSONAL SERVICES AGREEMENT (this “First Amendment”) is made and entered into this 21st day of December 2022 by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Pauly Rogers and Co., P.C.** (the “Contractor”), an Oregon professional corporation (collectively, the “Parties”).

RECITALS

A. WHEREAS, the City and the Contractor are parties to that certain Personal Services Agreement (the “Agreement”), dated August 17, 2022, in which the Contractor agreed to provide financial auditing services to the City; and

B. WHEREAS, the Parties desire to modify the terms of the Agreement, as more fully set forth herein.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Terms of the Agreement not changed by this First Amendment shall remain in full force and effect.

2. Section 3 of the Agreement is amended to read as follows:

3. Term.

Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on July 31, 2024. The City reserves the exclusive right to extend the contract for a period of one (1) year. Such extension shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties shall not exceed five percent (5) of the current fees. In no event shall the total compensation of the Agreement, including extensions, exceed \$150,000.

3. Section 16.7 of the Agreement is removed in its entirety and shall be replaced with “Intentionally Deleted”.

4. Section 16.9 of the Agreement is amended to remove “not” and Section 16.9.2 is amended to correct a statutory reference. The Section shall read as follows:

16.9 No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least

time and a half pay:

16.9.1 Either:

16.9.1.1 For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

16.9.1.2 For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

16.9.2 For all work performed on Saturday and on any legal holiday specified in ORS 279B.020;

16.9.3 Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

5. Entire Agreement. This Amendment constitutes the entire agreement of the Parties hereto and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

6. Severability. If any provision of this First Amendment is held to be invalid, it will not affect the validity of any other provision. This First Amendment will be construed as if the invalid provision had never been included.

7. Counterparts. This Amendment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon.

Signatures on following page.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and delivered by a duly authorized representative.

CITY OF ST. HELENS,
an Oregon municipal corporation

PAULY ROGERS AND CO., P.C.
an Oregon professional corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____