

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PROSSER AND THE BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN COUNTIES**

That certain agreement entered into by and between the City of Prosser, a Municipal Corporation located in Prosser Washington, hereinafter referred to as City, and Boys & Girls Clubs of Benton and Franklin Counties, a Washington non-profit corporation, hereinafter referred to as BGC, on the 28th day of May, 2010, hereinafter referred to as the "Agreement" is hereby amended as follows:

1. Effective January 1, 2014, Section 3 of the Agreement is hereby amended to read as follows:

The term of this agreement shall commence on January 1, 2014, and terminate on December 31, 2014. This agreement shall automatically renew, under the same terms and conditions, for additional one (1) year terms thereafter, unless either party provides advance written notice six (6) months prior to the expiration of the then current term terminating the agreement.

2. Effective January 1, 2014, the first paragraph of Section 4 of the Agreement is hereby amended to read as follows:

As consideration for the services provided herein, and as further specified in Section 2, the City will pay the BGC the sum of \$6,250 each month during the contract period. Payments shall commence on January 5, 2014, and terminate on December 5, 2014, and be payable monthly on the 5th of each month for services rendered. In the event that this agreement is terminated, by any means, before the expiration date set forth above, City shall pay BGC compensation, on a per-diem basis, for services rendered up to the termination date. The per-diem rate shall be \$205.49 per day for services rendered by BGC.

3. Each party shall execute this Agreement by Resolution.

4. Except as expressly amended and modified hereby, the Agreement shall otherwise remain in full force and effect, the parties hereto hereby ratifying and confirming the same. To the extent of any inconsistency between the Agreement and this amendment, the terms of this amendment shall control.

[SIGNATURE PAGE FOLLOWS]

City:

By Paul Warden
Paul Warden, Mayor

BGC:

By Quot
Its President

Attest:

Rachel M. Shaw
Rachel Shaw, City Clerk

By Marilee K. Eick
Its Secretary

Approved as to Form:

Howard Saxton
Howard Saxton, City Attorney