

**AMENDMENT NO. 1**  
**PROFESSIONAL SERVICES AGREEMENT WITH**  
**OGDEN MURPHY WALLACE, PLLC FOR POLICE AUDITOR SERVICES**

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**THIS AMENDMENT** is effective as of the date of the last authorizing signature affixed hereto by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), and **OGDEN MURPHY WALLACE**, a Washington professional liability company (the “Consultant”).

**RECITALS**

1. On November 3, 2020, the City and the Consultant entered into a Professional Services Agreement (“Agreement”).
2. The term of the Agreement was to run until November 3, 2021, with compensation not to exceed Thirty Thousand and No/100 Dollars (\$30,000.00).
3. The Agreement also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of the City and the Consultant, and that modification of its terms need to be in writing and signed by both parties.
4. The original amount was based on the last police auditor Agreement in 2009. Because the work is more in-depth and the rate per hour is more than in the 2009 Agreement, the City and the Consultant desire to amend the Agreement to increase the compensation.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Section 4.A. of the Agreement, TOTAL COMPENSATION, is hereby amended to read as follows:

In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed ~~Thirty~~ Thirty One Hundred Thousand and No/100 Dollars (~~\$30~~100,000) at hourly rates described in Exhibit A.

2. Section 2 of the Agreement, TERM, is hereby amended to read as follows:

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than ~~one year from the effective date of this Agreement~~ November 30, 2022 (“Term”). This Agreement may be extended for additional periods of time

upon the mutual written agreement of the City and the Consultant so long as the terms are consistent with OMC 2.38.040.

3. Section N of the Agreement, COUNTERPARTS, is hereby amended to read as follows:

This Agreement may be executed in any number of identical counterparts, which taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such

counterparts shall collectively constitute the entire Agreement. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature, where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

4. All remaining provisions of the Professional Services Agreement dated November 3, 2020 and not here amended or supplemented shall remain as written in said Agreement, and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant have executed this **Amendment No. 1** of the Agreement as of the date and year written above.

**OGDEN MURPHY WALLACE, PLLC**

**CITY OF OLYMPIA**

By:   
Karen M. Sutherland, Attorney  
[ksutherland@omwlaw.com](mailto:ksutherland@omwlaw.com)

By: \_\_\_\_\_  
Steven J. Burney City Manager  
[jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)

Date of Signature: 05/07/2021

Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy City Attorney