

**AMENDMENT # 5 TO
PERSONAL SERVICES AGREEMENT**

BETWEEN

PORT OF SKAMANIA COUNTY

AND

SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL

This Amendment No. 5 to the Personal Services Agreement referenced below is made and entered into as of January 1, 2021 between Skamania Economic Development Council, a nonprofit corporation (“**EDC**”), fka Skamania County Economic Development Council, and Port of Skamania (“**Port**”), and collectively referred to hereinafter as the “**Parties**”.

WITNESSETH

WHEREAS, the Parties entered into the original agreement for personal services (“**Agreement**”) on October 20, 2017 setting forth the scope of services and terms and conditions between the Parties.

WHEREAS, the Parties entered into a 1st Amendment to the Personal Services Agreement on July 17, 2018 to more accurately compensate the EDC for completed work and services due to changes in personnel wages.

WHEREAS, the Parties entered into a 2nd Amendment to the Personal Services Agreement on January 22, 2019 to more accurately compensate the EDC for completed work and services due to changes in personnel wages.

WHEREAS, the Parties entered into a 3rd Amendment to the Personal Services Agreement on April 16, 2019 to more accurately compensate the EDC for completed work and services due to changes in personnel wages.

WHEREAS, the Parties entered into a 4th Amendment to the Personal Services Agreement on January 15, 2020 to more accurately compensate the EDC for completed work and services due to changes in personnel wages.

WHEREAS, subsequent to the effective date of the Agreement, the Parties agreed that the “**Compensation and Payment**” section of the Agreement should be amended to more accurately compensate the EDC for completed work and services due to incidental and equipment changes.

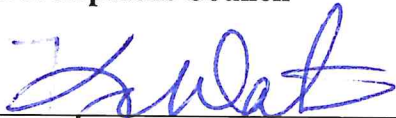
Now, therefore, and in consideration of mutual covenants contained herein, the parties agree that the “**Compensation and Payment**” section of the Agreement should be amended as follows:

COMPENSATION AND PAYMENT

The Port shall pay the EDC for completed work and services rendered under this Agreement on a monthly basis in accordance with Exhibit B attached. Such payment shall be full compensation for all labor, materials, supplies, equipment and incidentals as necessary to complete the work allowed for in this Agreement. Payment for these services shall be in the sum of Eighty three Thousand six hundred and fifty-two and 00/100 Dollars (\$ 83,652.00) per year (\$6,971 per month) unless otherwise authorized in writing by the PORT according to the terms of this Agreement. The amount listed above **DOES NOT** include Washington State Sales Tax, if applicable. The monthly sum shall be net of EDC's rental under the Lease of 212 SW Cascade Avenue, Stevenson, WA 98648 (the "Lease"), executed contemporaneously herewith, not including Washington State Leasehold Taxes, as specifically set forth in Exhibit B.

All other provisions of the original Contract remain in full force and effect.

**Skamania Economic
Development Council**



Kevin Waters, Executive Director

Port of Skamania

Pat Albaugh, Director

Dated: _____

10/19/2000

Dated: _____