

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR ONGOING
INFORMATION TECHNOLOGY SERVICES**

This First Amendment to Intergovernmental Agreement for Ongoing Information Technology Services ("Amendment") is made and entered into as of the last date signed below, ("Effective Date") by and between the City of Hermiston ("COH") and the City of Echo ("ECHO").

RECITALS

This Amendment is made with reference to the following facts and circumstances:

- A. COH and ECHO are parties to that certain Intergovernmental Agreement between the City of Hermiston and the City of Echo for Ongoing Information Technology Services originally commencing on July 1, 2022, and expiring on June 30, 2025 (the "Agreement") and a renewal of that agreement commencing on July 1, 2025, and expiring on June 30, 2028 (the "Renewal").
- B. The section titled "Consideration" describes the amount that ECHO will be charged monthly for IT service performed by COH.
- C. The parties wish to amend, pursuant to Section 17 of the Agreement, the Section titled "Consideration" of the Agreement to modify the compensation and billing structure for IT services provided by COH to ECHO.

TERMS AND CONDITIONS

Now therefore, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the above recitals are made a part of this Amendment and otherwise do hereby agree as follows:

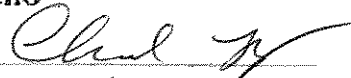
1. Consideration. The Section titled "Consideration" of the Agreement is hereby amended and restated in its entirety as follows:

Consideration. ECHO agrees to pay COH \$6240.00 per year for approximately 4 hours of IT service per month at \$130/hour beginning July 1, 2026. The fees referred in this section of this Agreement shall increase by three (3) % per year on July 1 of each year in which this Agreement is in effect, beginning July 1, 2027. ECHO will pay for devices and any other materials required to perform the services under this Agreement, and if COH purchases those materials for ECHO, ECHO agrees to reimburse COH for those costs. COH agrees to notify ECHO prior to purchasing anything over \$500 and to provide adequate documentation and invoice ECHO for the cost. In the event that there is a future change in the need for basic services by ECHO, then the parties may mutually agree to increase or reduce basic services with a commensurate increase or reduction in basic services compensation.

2. Miscellaneous. As expressly amended and modified by this Amendment, the terms and provisions of the Agreement are hereby ratified and affirmed in their entirety. This Amendment may be amended only by an agreement in writing, signed by the City of Hermiston and the City of Echo. This Amendment shall be governed by and construed in accordance with the laws of Oregon, and without regard to any principles of conflict of laws. This Amendment may be signed in any number of Counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any such Counterpart may be executed by facsimile or electronic transmission. This Amendment constitutes the entire agreement of with respect to the amendment of the Agreement, and all prior or contemporaneous agreements or communications between the parties on this matter are superseded in entirety by this Amendment.

IN WITNESS WHEREOF, the City of Hermiston and the City of Echo, by their respective duly authorized representatives, have executed this Amendment on the date shown below.

CITY OF ECHO

Signature:  Title: Mayor
Name (print): Chad Ray Date: 6-9-26

CITY OF HERMISTON

Signature: _____ Title: _____
Name (print): _____ Date: _____