FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR ONGOING INFORMATION TECHNOLOGY SERVICES – PORT OF UMATILLA

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 Port of Umatilla ("PORT").

RECITALS

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

A. COH and PORT are parties to that certain Intergovernmental Agreement between the City of Hermiston and the Port of Umatilla for Ongoing Information Technology Services originally commencing on July 1, 2025, and expiring on June 30, 2028 (the "Agreement").
B. In the original Intergovernmental Agreement, PORT agreed to pay by the hour for as needed IT services and now wishes to receive approximately 8 hours of IT service per month.
C. The section titled "Consideration" describes the amount that PORT will be charged monthly for IT service performed by COH.
D. 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 PORT.

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. PORT agrees to pay COH $1040 per month for approximately 8 hours of IT service per month at $130/hour beginning October 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. PORT will pay for devices and any other materials required to perform the services under this Agreement, and if COH purchases those materials for PORT, PORT agrees to reimburse COH for those costs. COH agrees to notify PORT prior to purchasing anything over $500 and to provide adequate documentation and invoice PORT for the cost.

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 Port of Umatilla. 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 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 Port of Umatilla, by their respective duly authorized representatives, have executed this Amendment on the date shown below.

PORT OF UMATILLA

Signature: _____ Title: General Manager

Name (print): Kim B. Puzey Date: 10/15/26

CITY OF HERMISTON

Signature: _____ Title: _____

Name (print): _____ Date: _____