

FIRST AMENDMENT TO INERGOVERNMENTAL 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 Umatilla (“COU”).

RECITALS

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

- A. COH and COU are parties to that certain Intergovernmental Agreement between the City of Hermiston and the City of Umatilla for Ongoing Information Technology Services dated June 28, 2022 (the “Agreement”).
- B. The section titled “Consideration” describes the amount of that COU 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 increase the payment for increased hours of IT service provided by COH to COU.

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 mad 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. COU agrees to pay COH \$16,600.00 per month for approximately 32 hours of IT service per week beginning April 1, 2023. COU further agrees to pay COH \$20,784.00 per month for approximately 40 hours of IT service per week beginning September 1, 2023. COU will pay for devices and any other materials required to perform the services under this Agreement, and if COH purchases those materials for COU. COU agrees to reimburse COH for those costs. COH agrees to notify COU prior to purchasing anything over \$500 and to provide adequate documentation and invoice COU 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 City 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 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 Umatilla, by their respective duly authorized representatives, have executed this Amendment on the date shown below.

CITY OF UMATILLA

Signature: _____

Title: _____

Name (print): _____

Date: _____

CITY OF HERMISTON

Signature: _____

Title: _____

Name (print): _____

Date: _____