

AMENDMENT NO. 2 TO AGREEMENT FOR OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

This Amendment No. 2 (this “**Amendment**”), with an effective date of July 1, 2024, is an amendment to that certain Agreement for Operations, Maintenance and Management Services, dated as of December 19, 2018 (the “**Agreement**”), by and between Veolia Water North America-West, LLC (“**VEOLIA**”), and the City of Sandy, Oregon (“**Owner**” and, together with Veolia, the “**Parties**”).

RECITALS

WHEREAS, Owner and VEOLIA entered into the Agreement in order to provide for the operation and maintenance of Owner’s wastewater treatment facility (defined in the Agreement as the “**Project**”; and

WHEREAS, the Parties entered into Amendment 1 of the Agreement on March 1, 2024 to, among other things, extending the term of the Agreement through June 30th, 2024; and

WHEREAS, the Parties wish to amend the Agreement in Amendment 2 to, among other things, extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, the Parties agree as follows:

1. Capitalized terms used but not otherwise defined in this Amendment shall have the same meaning given to those terms in the Agreement.

2. Section 4.1 is hereby deleted and replaced in its entirety with the following:

“The initial term of this Agreement shall be from the Commencement Date to September 30, 2024.”

3. The Parties agree that the Annual Base Fee is to remain per the March 1, 2024 rates. The annual Base Fee is \$ 735,395 for the Wastewater Services and \$242,650 for the Water Services. Veolia bills on a monthly basis as 1/12 of the amount of the annual fee.

4. VEOLIA has hired a worker on a temporary basis to support the Project (such temporary worker, the “**Additional Worker**”). The Parties will treat the **Additional Worker** as a Change in Scope, and VEOLIA will invoice the Owner for VEOLIA’s costs of such **Additional Worker** in accordance with Appendix E, Section E.2, with no markup.

5. This Amendment sets forth the entire agreement between the Parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as expressly modified or amended herein, all the terms and conditions set forth in the Agreement remain unchanged, in full force and effect, and are incorporated by reference. In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control.

6. This Amendment may be executed in multiple counterparts, each of which is deemed an original but together constitute one and the same instrument, and a signature delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signature. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into this Amendment on behalf of the respective legal entities of VEOLIA and the Owner. This Amendment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

CITY OF SANDY, OREGON

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name:
Title: City Attorney

VEOLIA WATER NORTH AMERICA-WEST, LLC

By: _____
Name:
Title: