# CITY OF WILSONVILLE FIRST AMENDMENT TO METER READING SERVICES CONTRACT

This First Amendment to Meter Reading Services Contract ("First Amendment") is effective the 1st day of April 2024 ("Effective Date"), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon ("City"), and **Metereaders, LLC**, an Oregon limited liability company ("Contractor"), upon the terms and conditions set forth below.

#### RECITALS

WHEREAS, the City entered into a Meter Reading Services Contract ("Contract") with Contractor on June 29, 2021; and

WHEREAS, the City and Contractor mutually desire to extend the term of the Contract, and exercise the first one-year renewal option, pursuant to Section 2.2 of the Contract; and

WHEREAS, the City and Contractor mutually desire to amend Section 3.2 of the Contract to increase the rate payable by the City from \$0.73 per water meter to \$1.10 per water meter, which rate the City and Contractor mutually desire to be the rate payable by the City through June 30, 2025; and

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

## **AGREEMENT**

The Contract is amended as follows:

#### Section 1. Term

The term of the Contract is hereby extended to June 30, 2025.

## Section 2. Amendment to Section 3.2

Section 3.2 of the Contract is amended and restated as follows:

Effective as of April 1, 2024, and except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor for the actual Services completed, as identified in this Contract ("Services To Be Provided") at a rate of ONE DOLLAR AND TEN CENTS (\$1.10) for each water meter read ("Compensation Amount").

#### Section 3. Amendment to Section 3.6

Section 3.6 of the Contract is amended and restated as follows:

If the City exercises its option(s) under **Section 2.2** and extends the term of this Contract until June 30, 2026, the Contractor may increase the Compensation Amount based on the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U): West – Size Class A, all items index, not seasonally adjusted, for the most recently reported twelve (12) month period as of June 1, 2025. Contractor waives any right to request a contract amendment to increase the Compensation Amount prior to June 30, 2025.

## **Section 4. All Other Terms**

All of the other terms and conditions of the Contract shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Contract shall apply to this First Amendment.

The Contractor and the City hereby agree to all provisions of this First Amendment.

CONTRACTOR:	CITY:
METEREADERS, LLC	CITY OF WILSONVILLE
By:	By:
Print Name:	Print Name:
As Its:	As Its:
	APPROVED AS TO FORM:
	Stephanie Davidson, Assistant City Attorney City of Wilsonville, Oregon

#210971

k:\dir\water utilities\2024\doc\1st amd metereaders.docx