

NOV 23 2016

CITY OF JOHN DAY

AMENDMENT NO. 1 TO FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR
SEWERAGE SERVICES

This Amendment No. 1 to First Amended and Restated Intergovernmental Agreement for Sewerage Services (this "Amendment") is made and entered into on November 15, 2016, but made effective for all purposes as of July 1, 2016 (the "Effective Date"), between City of John Day, an Oregon municipal corporation ("John Day"), and Town of Canyon City, an Oregon municipal corporation ("Canyon City").

RECITAL:

John Day and Canyon City are parties to a certain First Amended and Restated Intergovernmental Agreement for Sewerage Services (the "Agreement"). The Agreement concerns, among other things, the terms and conditions under which the Sewage Treatment Plant and Sewage Work will be operated, repaired, and maintained (and the sharing of costs and expenses related thereto). John Day and Canyon City desire to enter into this Amendment in order to, among other things, extend the term of the Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Extension. The term of the Agreement is extended for one additional term of five years, commencing on July 1, 2016 and ending on June 30, 2021 (the "Extended Term"), unless sooner terminated as provided under the Agreement. The five-year Extended Term will be on the same terms and conditions contained in the Agreement, except as modified in Section 2 of this Amendment.

2. Amendment No. 1. Section 3.1 of the Agreement is amended to read in its entirety as follows:

"3.1 Monthly Fee. Canyon City will pay a monthly fee to John Day for its proportionate share of the operation, maintenance, and improvement costs associated with the Sewage Treatment Plant as noted in the Joint Sewer Plant Fund. Canyon City's monthly fee is identified in Section 3.1.1, below.

3.1.1 Payment Schedule. Cost allocation for the operation, maintenance, and improvement of the Sewage Treatment Plant from the Point of Delivery to the Sewage Treatment Plant is based on the following payment schedule:

YEAR	Monthly Payment (Fee)	Annual Total
CY16	\$5,090	\$30,540 (6 months)
CY17	\$5,351	\$64,206
CY18	\$5,612	\$67,338
CY19	\$5,873	\$70,470
CY20	\$6,134	\$73,602
CY21	\$6,395	\$76,734


3.1.2 Payments. Canyon City will make monthly (fee) payments to John Day in the amounts identified under Section 3.1.1 for the periods identified under Section 3.1.1 on or before the 15th day of each month.”


3. Amendment No. 2. Section 3.2 of the Agreement is deleted in its entirety.
4. Amendment No. 3. The term “contract” contained in Section 8.6 of the Agreement is replaced with the term “Agreement.”
5. Miscellaneous. This Amendment is hereby expressly made part of the Agreement. The terms and conditions of the Agreement that are not amended or otherwise modified by this Amendment remain unchanged and in full force and effect. All capitalized terms used in this Amendment not otherwise defined herein will have the respective meanings assigned to them in the Agreement. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. No addition, modification, amendment, or alteration to this Amendment will be effective against the parties unless specifically agreed upon in writing and signed by the parties. This Amendment may be signed in one or more counterparts.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed on the date first written above but made effective for all purposes as of the Effective Date.

John Day:
City of John Day,
an Oregon municipal corporation

Canyon City:
Town of Canyon City,
an Oregon municipal corporation


By: Nick Green
Its: City Manager


By: STEVE FISCHER
Its: MAYOR