FOURTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
REGARDING WATER SUPPLY FACILITIES, DESIGN, CONSTRUCTION, AND
OPERATION

THIS FOURTH AMENDMENT to Intergovernmental Agreement Regarding Water Supply Facilities, Design, Construction and Operation (Fourth Amendment) is effective this 25th day of October, 2016, by and between the City of Lake Oswego (Lake Oswego) an Oregon municipal corporation, and the City of Tigard (Tigard), an Oregon municipal corporation. Lake Oswego and Tigard may also be referred to individually herein as a “Party” and collectively as “Parties.”

Recitals

WHEREAS, on August 6, 2008 the Parties executed an Intergovernmental Agreement Regarding Water Supply Facilities, Design, Construction and Operation (Agreement); and

WHEREAS, since the execution of the original Agreement, the Parties have identified the need for an additional capital project to replace a roof on an existing water storage reservoir (“WR1”); and

WHEREAS, the Parties have concluded that it is in the best interests of both to share in the cost to replace the roof and to jointly fund the ongoing operating and maintenance cost of WR1; and

WHEREAS, Exhibit 7 to the Agreement setting forth an allocation of system improvement costs to the parties requires adjustment reflecting the changes described in these recitals;

NOW, THEREFORE, THE PARTIES AGREE TO THIS FOURTH AMENDMENT AS FOLLOWS:

Section 1. Revision of Exhibits. Exhibit 7 (Allocation of System Improvement Costs to the Parties) is revised to read as set forth in attached Exhibit 7.

Section 2. Entire Agreement. Except a specifically amended by this Fourth Amendment, the Agreement dated August 6, 2008 as subsequently amended by the First Amendment, Second Amendment, and Third Amendment remains in full force and effect.

SIGNATURE LINES TO FOLLOW
IN WITNESS WHEREOF the Parties have dated and signed this Agreement

City of Lake Oswego

Kent Andereck 10/20/16
Mayor Dated

ATTEST:

Anne Marie Simpson 10/18/16
City Recorder Dated

APPROVED AS TO FORM:

City Attorney Dated

City of Tigard

Mayor Dated

ATTEST:

Cynthia Krag 10/25/2016
City Recorder Dated

APPROVED AS TO FORM:

City Attorney Dated
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Total Costs:

- Construction Contract:
  - Legal, Land Use/Review, and Other Professional Services
  - SCADA System Services
  - Sponsor/Staff Cost (Wages, Transfers, Materials & Services, Testing)

Program Management/Permitting/Construction Management

Total Sub-Total Costs:

- Water Reuse Plant Expansion
- Water Reuse Plant Rehabilitation
- Water Reuse Plant Replacement
- Water Reuse Plant Signage
- Water Reuse Plant Signage
- Water Reuse Plant Signage
- Water Reuse Plant Signage
- Water Reuse Plant Signage

Water Treatment Plant:

- Initial Plant Expansion
- Initial Plant Expansion
- Initial Plant Expansion
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- Initial Plant Expansion

Exhibit 7

Allocation of System Improvement Costs to the Parties

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Amendment 4 to InterGovernmental Agreement