

AMENDATORY AGREEMENT NO. 2

to

INTERGOVERNMENTAL AGREEMENT

A2012-5

between

THE CITY OF SALEM,

an Oregon municipal corporation,

("City")

And

SALEM-KEIZER SCHOOL DISTRICT 24J,

And Oregon school district,

("District")

For

The provision of resource officer services for the Salem-Keizer public schools

During the 2016-2017 school year.

RECITALS

- A. The City and the District previously entered into an Intergovernmental Agreement effective July 1, 2016 (the "Agreement") in order for the City to provide resource officer services for the District during the 2016-2017 school year; and
- B. The Parties executed "Amendatory Agreement No. 1" to the Agreement, which was effective June 1, 2017, thereby extending the term of the Agreement through July 31, 2017, making provisions for payment by the district to the City for services provided under the agreement through July 31, 2017, and modifying the personnel and services provisions of Exhibit B.
- C. The Parties wish to further amend the Agreement in order to extend its term through December 31, 2017, and set forth compensation provisions for the services provided by the City.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties agree as follows:

- 1. Amend Subsection 2.1, as follows, with strikeout wording deleted and underscored wording added:
 - 2.1 The District shall compensate the city for all services provided under this Agreement during the regular 2016-2017 school year by payment of the total sum of \$523,540.00 (five hundred twenty-three thousand, five hundred and forty dollars). Payment for services provided during the regular 2016-2017 school year will be divided into three (3) installments: two (2) installments of \$174,513.33 each and one installment of \$174,513.34. The first installment in the amount of \$174,513.33 shall be due and payable on the first day of September 2016. The second installment in the amount of \$174,513.33 shall be due and payable on the first day of December 2016, and the third and final installment in the amount of

\$174,513.34 shall be due and payable on the first day of March 2017. The district shall compensate the City for all services provided under this Agreement during the 2017 summer school session by payment of the total sum of \$8,122.32 (eight thousand one hundred and twenty-two dollars and thirty-two cents.) Payment for services provided during the 2017 summer school session will be divided into two (2) payments as follows: one payment of \$2,664.00 (two thousand six hundred and sixty-four dollars) shall be due and payable on June 30, 2017, for all services provided from June 19, 2017 through June 30, 2017; a second payment of \$5,458.32 (five thousand four hundred and fifty-eight dollars and thirty-two cents) shall be due and payable on or before July 31, 2017, for all services provided from July 1, 2017, through July 31, 2017. The district shall compensate the City for all services provided under the Agreement during the regular 2017-2018 school year up-to and including December 31, 2017, by payment of the total sum of \$233,213.05 (two hundred thirty-three thousand, two hundred and thirteen dollars, and five cents) due and payable as of the signing of this amendment by both parties.

2. Amend Subsection 3.1, as follows, with strikeout wording deleted and underscored wording added:

3.1 Unless sooner terminated as provided in Subsections 3.2 and 3.3 below, this Agreement shall be effective on July 1, 2016, and shall remain in effect up to and including ~~July 31, 2017~~ December 31, 2017.

3. Replace "Amended Exhibit 'B,' Personnel and Services," with "Second Amended Exhibit 'B,' Personnel and Services," which is attached hereto and incorporated herein by this reference.
4. This Amendatory Agreement No. 2 is effective retroactively to and including August 1, 2017.
5. Except as specifically modified by this Amendatory Agreement No. 2, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendatory Agreement No. 2 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

**SALEM-KEIZER
SCHOOLDISTRICT 24J**

CITY OF SALEM

By: _____
Michael D. Wolfe, COO

By: _____
Steven D. Powers, City Manager

Date: _____

Date: _____