

FIRST AMENDMENT TO INFORMATION TECHNOLOGY SERVICES AGREEMENT

This First Amendment to Information Technology Services Agreement (“Amendment”) is made and entered into as of the last date signed below, (“Effective Date”) by and between the City of Hermiston (“COH”) and the Horizon Project, Inc. (“HORIZON”).

RECITALS

This Amendment is made with reference to the following facts and circumstances:

- A. COH and HORIZON are parties to that certain Agreement between the City of Hermiston and the Horizon Project, Inc. for Information Technology Services commencing on May 1, 2023, and expiring on June 30, 2026 (the “Agreement”).
- B. The section titled “Consideration” describes the amount that HORIZON will be charged monthly for IT service performed by COH.
- C. The parties wish to amend, pursuant to Section 17 of the Agreement, the Sections titled “Term of Agreement” and “Consideration” of the Agreement and to amend the Scope of the Agreement.

TERMS AND CONDITIONS

Now therefore, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the above recitals are made a part of this Amendment and otherwise do hereby agree as follows:

1. Term. The paragraph titled “Term of Agreement” is hereby amended and restated in its entirety as follows:

Term of Agreement. This Agreement expires on June 30, 2026. Upon expiration of that term, this Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to expiration of the then current term.

2. Consideration. The Section titled “Consideration” of the Agreement is hereby amended and restated as follows:

Consideration.

- A. Basic Services. HORIZON agrees to pay COH \$127.31 per hour for approximately 18 hours of IT service per week beginning July 1, 2025, for a total of \$119,162 per year. The fees referred to in this section of this Agreement shall increase by 3% per year during each subsequent year in which this Agreement is in effect, such increase to be effective as of July 1. HORIZON will pay for devices and any other materials required to perform the services under this Agreement. In the event that there is a future change in the need for basic services by HORIZON, then the parties may mutually agree to

increase or reduce basic services with a commensurate increase or reduction in basic services compensation.

3. Scope of Work. An updated Statement of Work is attached as Exhibit A.
4. Miscellaneous. As expressly amended and modified by this Amendment, the terms and provisions of the Agreement are hereby ratified and affirmed in their entirety. This Amendment may be amended only by an agreement in writing, signed by the City of Hermiston and the Horizon Project, Inc. This Amendment shall be governed by and construed in accordance with the laws of Oregon, and without regard to any principles of conflict of laws. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any such counterpart may be executed by facsimile or electronic transmission. This Amendment constitutes the entire agreement with respect to the amendment of the Agreement, and all prior or contemporaneous agreements or communications between the parties on this matter are superseded in entirety by this Amendment.

IN WITNESS WHEREOF, the City of Hermiston and the Horizon Project, Inc., by their respective duly authorized representatives, have executed this Amendment on the date shown below.

HORIZON PROJECT, INC.

Signature: _____

Title: CEO

Name (print): TERRI SILVRS

Date: 5.22.2025

CITY OF HERMISTON

Signature: _____

Title: _____

Name (print): _____

Date: _____

Attachment A: Statement of Work

Locations

- IT Services will be provided by COH to HORIZON staff at all sites owned or operated by HORIZON

Managed Help Desk

- Monitor, triage and remediate IT issues submitted by HORIZON staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train HORIZON staff on process for submitting help requests

Managed Server and Infrastructure Support

- Monitor servers and infrastructure
- Configure for optimal performance
- Maintain updates/patches for hardware and software
- Ensure compliancy for licensing/usage

Managed Workstations/Laptops/Software

- Windows OS patch management
- Maintain hardware/firmware updates
- Maintain updates for standard add-on software (i.e. Adobe Reader, Java, etc.)
- Remote management/support
- Installation and configuration of any new hardware such as servers, PCs, printers, peripherals, etc.
- Installation and configuration of any new software such as MS Office, version upgrades, etc.

Active Directory

- Audit current AD environment
- Remediate issues
- Configure for best practices
- Review group policy

Expectations:

To ensure COH's ability to provide satisfaction to HORIZON, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for HORIZON. The IT support package is designed to handle all HORIZON's technology-related needs. All servers, workstations, and other network devices and Microsoft Operating Systems are considered covered items that will be

maintained or serviced.

What this service covers and includes:

Vendor Liaison: COH will act as HORIZON's duly appointed representative and advocate. COH IT Team will diagnose problems and dispatch or contact third parties such as Internet service providers, hardware manufacturers, IT contractors, etc. when deemed necessary. The COH IT Team is not intended to replace third party/line-of-business applications support. HORIZON agrees to refrain from interacting with third parties (except line-of-business application support) because it may result in misdirected activity and/or delay of resolution.

Best Interest: In the event of a failure or problem, remedial activities may commence prior to notifying HORIZON of the problem. This will allow the COH IT Team the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch personnel with replacement parts when deemed necessary. In doing so, COH is acting in HORIZON's best interest to resolve the issue as quickly as possible. All efforts will be made to communicate any technology-related issues that arise to HORIZON as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the HORIZON's network and be responsible for providing all other third parties with needed or requested access.

Approval of Hardware and Software: The COH IT Team will collaborate with HORIZON's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from HORIZON's designated IT liaison.

Advisory Role: To assist with proper planning and third-party services involving the network, telecommunications, data access, future growth or down-sizing, HORIZON will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with HORIZON's designated liaison to establish relevant IT policies and procedures based on best practices.

Support Tiers: The Help Desk will be the first point of contact for IT support requests and is considered Tier 1. Almost all support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support incidents that cannot be resolved in Tier 1 immediately move to Tier 2 support. Generally, these are more complex support techniques on hardware/software issues that can be provided by more experienced support staff. Support incidents that cannot be resolved by Tier 2 support are escalated to Tier 3, where support is provided by the most qualified and experienced support staff who can collaborate with third party (vendor) support engineers to resolve the most complex issues.

Criminal Justice Information Systems Compliance: COH IT staff will maintain Criminal

Justice Information Systems (CJIS) certifications for compliance in supporting law enforcement agencies and municipal HORIZONrt operations if applicable.

Service Level Agreements (SLAs):

SLA 1: Service not available (not able to work, network down, workstation not turning on, etc.) This is an instant contact scenario. Submitting Help Desk Ticket is not required and may not be available. Contact information will be provided to HORIZON staff. Response time is immediate as possible.

SLA 2: Significant degradation in services (obvious slow network, internet, etc., but still functional). Submitting Help Desk Ticket required if possible. Depending on resources, impacted HORIZON staff will be provided with contact information for COH IT Team and instructed on appropriate time for direct contact. COH IT Team response time is within two hours during normal business hours.

SLA 3: Limited degradation of service. This is impacting resources, but business process can continue. Submitting Help Desk Ticket required. COH IT Team response time is within four hours during normal business hours.

SLA 4: Slight service degradation. This is when an issue needs to be researched or resolved but is not having a significant impact on business process. Submitting Help Desk Ticket required. COH IT Team will respond within one business day.

SLA 5: After hours support will be available for critical widespread outages as needed by HORIZON staff.