# RENEWAL OF INTERGOVERNMENTAL AGREEMENT FOR ONGOING INFORMATION TECHNOLOGY SERVICES

This Renewal of Intergovernmental Agreement for Ongoing Information Technology Services ("Renewal") is made and entered into as of the last date signed below, ("Effective Date") by and between the City of Hermiston ("COH") and the City of Echo ("ECHO").

#### **RECITALS**

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

- A. COH and ECHO are parties to that certain Intergovernmental Agreement between the COH and ECHO for Ongoing Information Technology Services commencing on July 1, 2022, and expiring on June 30, 2025 (the "Agreement").
- B. The Agreement provides that at the expiration of the above term that there is an optional three-year renewal option.
- C. The parties wish to renew the Agreement for a three-year term, with all terms and conditions of the original IGA not amended herein remaining in full force and effect.

#### TERMS AND CONDITIONS

Now therefore, the parties hereby agree that the above recitals are made a part of this Renewal and otherwise do hereby agree as follows:

1. <u>Term.</u> The paragraph titled "Term of Agreement" is hereby amended and restated in its entirety as follows:

Term of Agreement. This Agreement shall be for a term of three years commencing on July 1, 2025, and expiring on June 30, 2028, with one optional three-year renewal term. Renewal of the Agreement shall be in writing and subject to the mutual agreement of the Parties. At the conclusion of any term, if the parties are not able to reach a mutual agreement on the terms and conditions for a renewal option, in their sole discretion, either party may terminate the Agreement upon ninety (90) days written notice to the other without cause.

2. <u>Consideration</u>. The paragraph titled "Consideration" is hereby amended and restated in its entirety as follows:

Consideration. ECHO agrees to pay COH \$180 per hour for IT service beginning July 1, 2025. ECHO agrees to pay COH \$200 per hour for IT service beginning July 1, 2026 through the end of the Agreement. ECHO 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 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 Renewal, the terms and provisions of the Agreement are hereby ratified and affirmed in their entirety. This Renewal may be amended only by an agreement in writing, signed by COH and ECHO. This Renewal shall be governed by and construed in accordance with the laws of Oregon, and without regard to any principles of conflict of laws. This Renewal 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 Renewal constitutes the entire agreement of with respect to the renewal of the Agreement.

**IN WITNESS WHEREOF**, the City of Hermiston and the City of Echo, by their respective duly authorized representatives, have executed this Renewal of Intergovernmental Agreement on the date shown below.

CITY OF ECHO	
Signature: Cluby T	itle: Mayor
Name (print): Chad Ra	,Date: 6-10-25
CITY OF HERMISTON	
Signature:	Title:
Name (print):	Date:

#### **Attachment A:** Statement of Work

#### Managed Help Desk

- Monitor, triage and remediate IT issues submitted by ECHO staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train ECHO 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 ECHO, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for ECHO. The IT support package is designed to handle all ECHO'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 ECHO'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. ECHO 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 ECHO 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 ECHO'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 ECHO as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the ECHO'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 ECHO's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from ECHO'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, ECHO will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with ECHO'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 court 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 ECHO 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 ECHO 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 ECHO staff.