

## **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 Oregon Trail Library District (“DISTRICT”).

### **RECITALS**

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

- A. COH and DISTRICT are parties to that certain Intergovernmental Agreement between the COH and DISTRICT for Ongoing Information Technology Services commencing on February 1, 2023, and expiring on January 31, 2026 (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. Term. The paragraph titled “Term of Agreement” is hereby amended and restated in its entirety as follows:

**Term of Agreement.** The Parties agree to adjust the term of this Agreement to a fiscal year billing cycle. As such, it is necessary that this Agreement shall be for a term of three years and five months commencing on February 1, 2026, and expiring on June 30, 2029. 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 paragraph titled “Consideration” is hereby amended and restated in its entirety as follows:

**Consideration.** DISTRICT agrees to pay COH \$123.60 per hour for approximately sixteen (16) hours of IT service per month beginning February 1, 2026, for a total of \$23,731.20 per year. The fees referred to in this section of this Agreement shall increase by three percent (3%) per year during each subsequent year in which the Agreement is in effect, such increase to be effective as of each July 1. DISTRICT 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. Payment for Work. The paragraph titled “Payment for Work” is hereby amended and restated in its entirety as follows:

**Payment for Work.** No payments shall be made until this Agreement is fully executed by both Parties. Invoices shall be issued on a monthly basis beginning March 1, 2026. COH will submit invoices monthly for services rendered and District shall remit payment within 30 calendar days of receipt of invoice.

4. Scope of Work. An updated Statement of Work is attached as Exhibit A.
5. 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 DISTRICT. 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 Oregon Trail Library District, by their respective duly authorized representatives, have executed this Renewal of Intergovernmental Agreement on the date shown below.

**OREGON TRAIL LIBRARY DISTRICT**

Signature: Kathy S. Title: Library Director  
Name (print): Kathy Street Date: 1/14/26

**CITY OF HERMISTON**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Name (print): \_\_\_\_\_ Date: \_\_\_\_\_