

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR ONGOING INFORMATION TECHNOLOGY SERVICES

This Amendment to Intergovernmental Agreement for Ongoing Information Technology Services (“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 City of Pendleton (“PENDLETON”).

RECITALS

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

- A. COH and PENDLETON are parties to that certain Intergovernmental Agreement between the City of Hermiston and the City of Pendleton for Ongoing Information Technology Services commencing on July 1, 2024 and expiring on June 30, 2027 (the “Agreement”).
- B. The section titled “Term of Agreement” describes the timeframe that COH will provide IT services to PENDLETON.
- C. The section titled “Consideration” describes the amount of that PENDLETON will be charged monthly for IT service performed by COH.
- D. The parties wish to amend, pursuant to Section 17 of the Agreement, the Sections titled “Term of Agreement” and “Consideration” 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.** Effective July 1, 2026, the Section titled “Term of Agreement” is hereby amended and restated in its entirety as follows:

Terms of Agreement. This Agreement shall be for a term of three (3) years commencing on July 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.** Effective July 1, 2026, the Section titled “Consideration” of the Agreement is hereby amended and restated in its entirety as follows:

Consideration. This amendment replaces the previous 24 hours per week blended support model with an engineering-only support model as defined in the revised Exhibit A. COH will provide engineering support services averaging up to 16 hours per week.

The hourly rate will be structured as a 3-year stepped rate as follows:

- Year 1 (July 1, 2026 – June 30, 2027): \$180 per hour
- Year 2 (July 1, 2027 – June 30, 2028): \$190 per hour
- Year 3 (July 1, 2028 – June 30, 2029): \$200 per hour

Beginning July 1, 2029, the hourly rate will be adjusted annually based on the agreed-upon Cost-of-Living Adjustment (COLA). Services will be delivered through a combination of remote and onsite support as defined in Exhibit A and will not be tied to a fixed onsite schedule.

Service levels defined in the original agreement remain in effect and will be applied in alignment with the revised scope of services and available support hours under this amendment.

All other terms of the original agreement shall remain in effect unless otherwise amended herein.

3. 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 City of Pendleton. 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 of 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 City of Pendleton, by their respective duly authorized representatives, have executed this Amendment on the date shown below.

CITY OF PENDLETON

Signature: MWA Title: City Mgr
Name (print): Robb Corbett Date: 7-8-24

CITY OF HERMISTON

Signature: _____ Title: _____
Name (print): _____ Date: _____

Exhibit A – Statement of Work (Revised)

Overview

The City of Hermiston (COH) will provide engineering-level information technology support services to the City of Pendleton focused on infrastructure, systems, and platform administration. This agreement reflects a transition away from end-user help desk services to an engineering-focused support model.

Scope of Services (Included)

COH will provide support for the following systems and services:

- Server infrastructure (on-premises and cloud-hosted)
 - Network infrastructure (firewalls, switching, wireless, VLANs, site-to-site connectivity)
 - Microsoft 365 services (Exchange Online, Teams, SharePoint, OneDrive, Intune, Entra ID)
 - Security, patching, and system health monitoring
 - Backup and disaster recovery systems
 - Vendor coordination related to infrastructure and platform systems
 - Infrastructure-related project work and system improvements
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Scheduled Maintenance

- COH will perform routine maintenance, patching, and system updates for infrastructure systems as needed.
 - These activities may occur outside of normal business hours and are typically performed remotely to minimize operational impact.
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Service Delivery Model

- Support will be provided through a combination of remote and onsite services based on operational priorities.

- Onsite support will continue on a regular coordinated schedule, with remote and after-hours work performed as needed based on operational priorities. Any such work will be applied toward the weekly support hours under this agreement.
 - Onsite presence will be scheduled in advance and focused on planned engineering work, project tasks, or high-priority issues.
 - Work will be prioritized based on infrastructure stability, security, and operational impact.
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Items Not Included (Out of Scope)

The following services are not included under this agreement and are the responsibility of Pendleton's internal IT staff:

- End-user desktop support and troubleshooting
 - Workstation setup, imaging, and deployment
 - Software installation for end users
 - Printer support and peripheral devices
 - Direct end-user training or support
 - Coordination or support of vendor-managed end-user systems
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Service Requests and Communication

- All requests for IT support or work to be performed by COH shall be submitted through the designated helpdesk system or approved communication channels.
 - Direct requests to individual COH staff (including text messages, or informal communication) are discouraged and may be redirected to the helpdesk system to ensure proper tracking, prioritization, and documentation of work.
 - In emergency situations involving critical system outages, direct contact is appropriate; however, a corresponding helpdesk ticket shall be created as soon as reasonably possible.
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Coordination with Pendleton IT Staff

- Pendleton IT staff will serve as the primary point of contact for end-user issues and will triage requests prior to escalation to COH, including providing sufficient detail for COH to effectively respond.
 - COH will coordinate with Pendleton IT staff as needed to support systems covered under this agreement, but is not responsible for training or ongoing development of Pendleton staff.
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Change Management / System Responsibility

To ensure system stability and accountability:

- COH will serve as the primary technical lead for infrastructure systems covered under this agreement.
- Coordination between Pendleton IT staff and COH is required prior to either party making significant changes to core systems including:
 - Server configuration
 - Network configuration
 - Microsoft 365 tenant settings
 - Security or identity systems
- COH will document engineering-level changes to core systems through the appropriate ticketing or documentation process. Documentation will generally include the system affected, an overview of the work performed, and the reason for the change. Requests from Pendleton IT staff should be submitted through the designated support process with sufficient detail to allow the work to be tracked and documented appropriately.
- Upon request, COH will provide Pendleton IT staff with an inventory and overview of core systems supported under this agreement, subject to available support hours and prioritization. This information is intended to identify major systems, their general purpose, and how they relate to the supported environment, and to support general system awareness and planning, not detailed system administration.
- COH will not be responsible for issues resulting from uncoordinated changes made outside of this process.

After-Hours Support

- After-hours support will be provided for critical, widespread outages impacting core infrastructure systems.
- After-hours support does not include individual user issues or non-critical service requests.

Additional Services

- Work outside the defined scope will require prior agreement between both parties before being performed.