

# **INTERGOVERNMENTAL AGREEMENT**

**Between**

**OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG)**

**and**

**City of Sweet Home, Oregon (CITY)**

**For**

**Technology Services**

This Agreement is made and entered into upon execution by and between City of Sweet Home, Oregon, a municipal corporation of the State of Oregon, hereinafter known as CITY, and Oregon Cascades West Council of Governments, hereinafter known as OCWCOG, Oregon 190.010 intergovernmental agencies.

## **Recitals**

- A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.
- B. CITY has the need of network and computer consulting services, maintenance, and related activities for City of Sweet Home technology systems on a request basis.
- C. OCWCOG has staff with the proper credentials, licensing and experience to provide such service.

THEREFORE, the parties to this intergovernmental agreement agree to the following terms and conditions:

## **Agreement**

### **SECTION 1. SCOPE OF SERVICES**

This Agreement shall be for the purpose of network and computer consulting services, maintenance, and related activities for City of Sweet Home systems on a request basis.

### **SECTION 2. CITY RESPONSIBILITY**

1. Using the Equipment "Maintenance and Repair Authorization" form (Exhibit B), provide OCWCOG with:
  - a. A list of equipment, networks, websites, or other technology intended for on-going maintenance or as needed repair services under this agreement.
  - b. Designated CITY staff authorized to:
    - i. Request maintenance or repair services

- ii. Approve maintenance and repair costs including parts, associated labor and travel expenses.
  - c. The per incident cost limit for maintenance and repair actions without obtaining written prior approval from the CITY.
- 2. Use the designated OCWCOG system for submitting maintenance or repair requests and respond promptly to OCWCOG requests for additional information needed to effect repair.
- 3. When new equipment or services are required by the CITY and OCWCOG is requested to provide a Scope of Work:
  - a. Review the OCWCOG proposed Scope of Work, timeframe and cost estimates in a timely manner recognizing that delays may result in changes to the proposed timeline for completion.
  - b. Provide OCWCOG with a written Work Order authorizing OCWCOG to carry out the accepted Scope of Work using the OCWCOG Work Order form (Exhibit A).
- 4. Promptly compensate OCWCOG for projects completed by OCWCOG within thirty (30) days of receiving an invoice for work completed as authorized by CITY.

### **SECTION 3. OCWCOG RESPONSIBILTY (Scope of Work)**

- 1. Provide services to the CITY for maintenance and/or repair of existing computers, servers, networks, websites, and other technology as designated by the CITY including consulting for new or planned systems.
- 2. Provide a system for the CITY to request maintenance or repair of designated equipment, networks, websites or other technology that includes the ability to track requests and actions to resolve the issue.
- 3. For new equipment or services, consult with the CITY to determine the Scope of Work and timeframe required.
  - a. If requested, provide the CITY with a written Scope of Work, estimate of cost and timetable for completion, for written authorization to proceed, in the form of a Work Order (Exhibit A), prior to initiating work on a project for the CITY. All active work orders shall remain in effect until completed. If CITY terminates this contract before any active work order is complete, CITY will be responsible for paying all outstanding expenses incurred for work performed, equipment leased (through the work order process), and licenses purchased at the request of the CITY prior to date of termination.
  - b. Complete projects authorized by the CITY in a timely and workmanlike manner consistent with the approved Scope of Work, cost estimate and timetable, along with any unpaid financial commitments that have been requested by the CITY through our Work Order process.

### **SECTION 4. PROVISIONS**


- A. **Contract Period:** This agreement shall become effective on July 1, 2020, and shall terminate on June 30, 2021.

- B. **Consideration**: The CITY agrees to pay OCWCOG for time and materials to complete the work as authorized in each Work Order, maintenance or repair request. When expenses are incurred OCWCOG will invoice the CITY quarterly for time, billed at our hourly rate (Attachment A) and for the actual cost of materials. See (Attachment A) for the most current hourly rates.

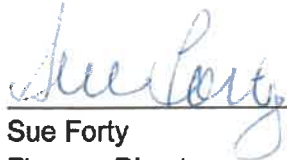
**The CITY understands that these rates may be changed by the OCWCOG Board during the terms of the agreement. OCWCOG and the CITY may agree to amend this agreement to incorporate new rates. The CITY reserves the right to terminate the agreement if a satisfactory rate adjustment cannot be agreed upon.**

- C. **Termination**: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require thirty (30) days written notice to the other party. In the event of termination, CITY shall compensate OCWCOG for all services provided through the date of termination.
- D. **Assignability**: This contract is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.
- E. **Discrimination**: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.
- F. **Indemnification**: To the extent possible under the limits of the Oregon Tort Claims Act for local governments, CITY and OCWCOG shall hold each other harmless, indemnify and defend each other's officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the worked described in this agreement, except liability arising out of the sole negligence of either party or its employees. Such indemnification shall also cover claims brought against either party under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. This agreement should not be construed or interpreted in a manner that would waive Oregon Tort Claims Act Limits for local governments or otherwise render OCWCOG responsible for any amount of any claim, damages or liability that exceeds the Oregon Tort Claim Act limits for local governments
- G. **Public Contracts**: All parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279B.220-279B.235, as amended.
- H. **Personal Identifying Information**: OCWCOG agrees to safeguard personal identifying

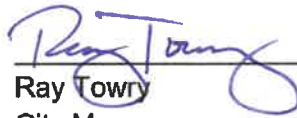
information in compliance with Oregon Revised Statutes ORS 646A.600, the Oregon Consumer Theft Protection Act and the Fair and Accurate Credit Transaction Act Provisions of the Federal Fair Credit Reporting Act. In the event of any inadvertent disclosure or release of information protected by any of these provisions, OCWCOG shall immediately notify CITY and shall hold harmless, defend and indemnify CITY for any costs related to notification, mitigation or remediation required by the disclosure by CITY.

- I. **Waiver:** Waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this agreement.
- J. **Dispute Resolution:** Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in questions between OCWCOG and the CITY arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by mediation, or if they fail to agree, by arbitration. Arbitration will be conducted according to rules and procedures set out by the Arbitration Service of Portland, or as otherwise agreed by the parties.
- K. **Workers Compensation:** CITY and OCWCOG are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires CITY to provide workers compensation coverage for all of its subject workers.
- L. **Severability:** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- M. **AGREEMENT IN FULL & AMENDMENTS:** This writing and the attached exhibits constitute the entire and final contract between the parties. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties. Initial Here: 

Signed:

  
Sue Forty  
Finance Director  
Oregon Cascades West Council of Governments  
1400 Queen Ave SE Ste. 201  
Albany, OR 97322

6-9-2020  
Date

  
Ray Towry  
City Manager  
City of Sweet Home  
3225 Main St.  
Sweet Home, OR 97386

25 June 2020  
Date

**Attachment A**

**Hourly Rates**

OCWCOG's hourly rates as of July 1, 2020:

- Network Support Specialist \$117.95
- Information Systems Specialist \$ 99.14
- Workstation Support Specialist \$ 85.57
- Technology Support Specialist \$ 77.39

CITY understands that these rates may be changed by the OCWCOG Board during the terms of the agreement. OCWCOG and the CITY may agree to amend this agreement to incorporate new rates. The CITY reserves the right to terminate the agreement if a satisfactory rate adjustment cannot be agreed upon.

**EXHIBIT A**

**WORK ORDER**

This Work Order is an authorization to proceed on the work described in the attached Scope of Work:

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It is understood that the work described in the Scope of Work shall be completed by:

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The Scope of Work shall be completed for a cost not to exceed: \_\_\_\_\_  
Compensation shall be paid on actual time and material.

Any amendments to the Scope of Work shall be agreed upon in writing.

\_\_\_\_\_  
City of Sweet Home (authorized signature)

\_\_\_\_\_  
Date

**EXHIBIT B**

**Equipment Maintenance and Repair  
Authorization**

1. This agreement includes maintenance and repairs within the capabilities of OCWCOG for all of CITY equipment that consists of computers, associated peripherals and software, printers, servers, switches, routers, firewalls, and wiring.
  - a. Additional Equipment included in this agreement:
  
  - b. Equipment specifically excluded from this agreement:
2. Maintenance and repairs under this agreement are in effect for all CITY locations except:
3. Maintenance and repair costs include labor, parts, and travel. Per incident, the dollar amount may not exceed \$ \_\_\_\_\_ without prior written authorization from the CITY.
4. The following CITY staff may contract OCWCOG to schedule maintenance and repairs:
5. The following CITY staff may approve maintenance and repair costs:

Any amendments to the Equipment Maintenance and Repair Authorization shall be agreed upon in writing.

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City of Sweet Home (authorized signature)

Date