

INTERGOVERNMENTAL AGREEMENT

BETWEEN: Lane Council of Governments (LCOG), an organization of governments within Lane County, Oregon

AND: City of Coburg (AGENCY), a unit of local government of the State of Oregon

EFFECTIVE DATE: 7/1/2022

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties.
- C. AGENCY and LCOG desire to enter into an agreement where-in LCOG will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

AGREEMENT

- 1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until June 30th, 2023, or until earlier terminated pursuant to Paragraph 4 of this agreement.
- 2. **Services to be Provided.** LCOG agrees to provide services to AGENCY as outlined in Attachment A, Work Program.
- 3. **Compensation.** AGENCY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for LCOG personnel plus any direct expenses associated with the Work performed. The total cost of this agreement shall not exceed \$15,975.
- 4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
- 5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
- 6. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For LCOG: Heidi Leyba
859 Willamette St., Suite 500
Eugene, OR 97401-2910
Ph: 541-682-4452

City of Coburg: Anne Heath
PO Box 8316
91136 N Willamette St
City of Coburg, OR 97408
Ph: 682-7871

- 7. **Records/Inspection.** AGENCY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.
- 8. **Limitation of Liability.** AGENCY contracts separately with a company named TAG, which supplies and supports a separate network for its Waste Management environment. LCOG's services under this Agreement

do not include tech support (including but not limited to backup, monitoring, management, antivirus, updates) for this network and shall not be responsible in any way for the management or operation of that network.

9. Indemnification. To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

10. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Lane County, Oregon.

11. Insurance. Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers or is an employer that is exempt under ORS 656.126.

12. Subcontracting. LCOG shall not subcontract the Work under this agreement, in whole or in part, without the AGENCY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding the AGENCY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and AGENCY shall incur no obligation to any sub-contractor.

13. Assignment. Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.

14. Compliance With Laws. LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.

15. Notices. Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.

16. Integration. This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.

17. Interpretation. This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

LANE COUNCIL OF GOVERNMENTS:

AGENCY: CITY OF COBURG

By: _____
Brendalee S. Wilson, Executive Director

By: _____
Anne Heath, City Administrator

Date: _____

Date: _____



IS MANAGED SERVICES FY23 PROGRAM Attachment A

Section 1: Introduction

The purpose of this cooperative program is to share the costs of IS (Information Systems) services across a collective of local governments, to facilitate more efficient management of enterprise systems at a lower total cost for all participating agencies. Participation in the IS Managed Services Program includes the City of Coburg, The City of Coburg, and Lane Regional Air Protection Agency (LRAPA). Individual agency participation may change during the agreement period without need for amending the agreement.

The systems used by the agencies are complex. It is difficult to independently fund and arrange for the level of technical skill and support required to successfully operate and maintain the technical infrastructure within each agency. Currently, LCOG has on staff the following technical resources to make available to the IS Managed Services Program:

- Computer Support Technicians
- Database Administrators
- Network Administrators
- Mobile/Web Developers
- Server/Systems Administrators

Section 2: Scope of Services

The IS Managed Services Program scope of services consists of basic break/fix services provided by LCOG staff, plus the following:

Desktop & Laptop Computer Support: LCOG will provide the labor to maintain the computer operating systems, Microsoft Office products, Adobe Acrobat, e-mail and virus scanning software, and your supported line of business applications. LCOG will provide the labor for hardware maintenance and repair for covered computers which are still under the manufacturer's warranty. Older computers will be repaired to the best of our ability to do so.

Server Support: LCOG will provide the labor to maintain server operating systems, e-mail and virus scanning software, and your line of business applications and databases, including Microsoft Exchange and SQL Server. LCOG will configure, maintain and, to the extent possible, monitor approved backup solutions and applications.

Network Support: LCOG will provide all labor related to maintenance, configuration, and monitoring of network equipment, including routers, firewalls, switches, and wireless access points on the client's local area network. LCOG will troubleshoot and diagnose connectivity issues between devices on the client's LAN as well as connectivity to the internet. LCOG will configure, maintain

and diagnose connectivity related issues and settings on network printers and scanners. As requested, LCOG will assist with administering the agency's security plans, securing the network infrastructure, and regulatory initiatives. TAG provides a separate environment and network, and LCOG's agreement to provide services does not include any work related to the TAG network.

Application Development/Database Administration: LCOG will make available application development and database administration resources. Features of this service include any combination of the following provisions: software development and integration, database analysis and design, business process automation and user experience and usability testing. Programming Language: Microsoft .NET; Database Language: MS SQL Server.

Web Updates: Most participating agencies have local staff technically capable of performing their own agency's web updates. However, we also understand that this may not present the optimum situation for agencies that may be short-staffed and have more important tasks assigned to these roles, or who have employees with some of the necessary skillsets, but not enough to complete more advanced programming. As a result, LCOG will provide labor related to performing web updates, as requested by agencies that would like to take advantage of this service.

The items reflected in the IS Managed Services Plan cover overall activities. Not all functions, activities or projects apply to all agencies.

Section 3: Service Level Agreement Information

The resources to perform the work assignments identified above are available to the IS Managed Services Agencies 8:00 AM-5:00 PM, Monday through Friday, except for LCOG holidays. In general, LCOG is not staffed to provide after-hours support. However, arrangements for after-hours assistance can be accommodated with an approved request when necessitated by business requirements.

Contact Information for IS Managed Services Support:

service-desk@lcog.assist.com or 541-682-2322

Text Support (NEW): 541-682-HELP (4357) – Please include the following information in your text message and a ticket will be automatically generated:

Your Name

Location

Preferred callback number

Brief summary of the problem

Clients will be responsible for submitting support requests based on their own internal processes. All services performed by LCOG are subject to mutually agreed upon maintenance windows.

LCOG's technical support staff is familiar with a wide variety of hardware and software systems and will make all reasonable efforts to answer questions and resolve issues in a timely manner. In some cases, referral to outside vendor support may become necessary. In these limited cases, LCOG staff will provide alternative recommendations.

As requested, LCOG will work together with each agency's staff and their vendor partners to develop backup and recovery options for business-critical applications and to configure those solutions. LCOG cannot guarantee an agency's ability to recover data. LCOG recommends data owners run tests to verify their application recovery plans work well.

Incoming project and services requests are triaged by LCOG IS support services, with priority given to critical emergencies and outages. Resources will be assigned in an equitable fashion based on time of request and business impact. Participating agencies will be provided the opportunity to attend meetings to review project status and resource allocation for the program.

Questions and concerns regarding priorities or services may be escalated to the following contacts at any time:

Heidi Leyba, Chief Technology Officer
hleyba@lcog.org
541-682-4452

Michael Wisth, Government Services Director
mwisth@lcog.org
541-682-4007

Section 4: Program Budget

<u>IS Managed Services Program FY23 Budget</u>	<u>Amount</u>
Personnel Services for IS Systems and Development Support	\$36,862
Indirect	\$8,713
Estimated Travel	\$1,000
Operating Reserve (3%)	\$1,350
<i>Total Program Costs in FY22</i>	<i>\$47,925</i>

Direct Cost Technical Services Available Upon Request: (These services are outside the scope of the IS Managed Services plan and will be quoted and invoiced separately)

GIS Services
Network Phishing/Security Assessments
Television/Video Production Services
Telecommunications Support

Section 5: Budget Allocation

LCOG Managed IS Services Consortium				
Program Costs: FY23				
Agency/User	Service Level	Monthly Total	Quarterly Total	Total FY23
City of Coburg	Managed IS Services	\$1,331	\$3,994	\$15,975
City of Veneta	Managed IS Services	\$1,331	\$3,994	\$15,975
LRAPA	Managed IS Services	\$1,331	\$3,994	\$15,975
			\$ 11,981.25	\$47,925

In this budget, formulas are used to allocate personnel services according to the amount of FTE dedicated to the IS Managed Services Program between July 1st, 2022, and June 30th, 2023. Costs are distributed based upon the total number of workstations in the program on July 1, and they will not be adjusted during the fiscal year regardless of changes to the agencies' workstation counts.

For the individual members participating in this cooperative agreement, differing amounts of LCOG staff time or labor hours may be available from month to month. LCOG will maintain service history records for the IS Managed Services Program, so that costs can be redistributed annually on July 1st.