

TELECOMMUNICATIONS SYSTEM MANAGEMENT AND SERVICE INTERGOVERNMENTAL AGREEMENT

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

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

EFFECTIVE DATE: **July 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. Since the 1980s, LCOG has staffed and managed the Telephone Consortium (Consortium), an organization of local governments formed to facilitate the maintenance of a shared telephone system, (Shared System). The Consortium benefits from shared management to improve compatibility and minimize costs to the participating local governments and agencies. COBURG has been participating in the Consortium and the shared system.
- D. LCOG, on behalf of the Consortium, initiated the joint purchase of telephone equipment in 1985, and the Shared System has been maintained and periodically updated since that time including a comprehensive system replacement and transition to VoIP (voice over internet protocol) in 2018.
- E. COBURG and LCOG have executed annual Management Services IGAs for LCOG's management of the Shared System.
- F. As part of its ongoing management duties for the Consortium, LCOG entered in Maintenance and Requirements contracts with Structured Communications, Matrix Networks (Matrix), Calero, and V1 Datacom.
- G. LCOG, representing the Consortium, also entered into agreements for long distance services, trunk services, wireless, and fiber through contracts with independent third parties that were intended to provide lower rates, as a result of the purchasing volume.
- H. The parties wish to continue the ongoing relationship regarding the shared system, and to spell out LCOG's management duties and COBURG's rights and obligations with regard to the relationship and with regard to the contracts LCOG has entered into with third parties on behalf of COBURG, as a participant in the Consortium.

AGREEMENT

1. **Duration.** This Agreement shall take effect on the Effective Date, set forth above, and terminate on June 30, 2023, or until earlier terminated pursuant to Paragraph 6 of this Agreement.
2. **Scope of Work.** LCOG will provide telecommunications system management and services to the COBURG as described in Exhibit A (*Scope of Work*) and Exhibit B (*Catalog of Services, 2022-2023*), attached hereto.
3. **Consideration.**
 - a. COBURG shall pay LCOG \$1,216.00 for management and services, which will be billed in monthly installments. This amount is based on the Budget Summary document, attached hereto as Exhibit C (*Budget Summary Document, 2022-2023*).
 - b. COBURG agrees to pay direct and pass through costs for maintenance and services as they accrue during the term of this Agreement.
4. **Contractual Rights.** COBURG may exercise any and all of LCOG's rights under its Maintenance and Requirements Contracts with third parties. COBURG agrees to pay LCOG for maintenance services attributable solely to COBURG. LCOG shall bill COBURG separately for those services.
5. **Termination.** Upon 60 days prior written notice delivered to the person designated in Paragraph 8 of this Agreement, either party may, without cause, terminate its participation in this agreement. However, if COBURG terminates prior to June 30, 2023, it remains responsible for all costs attributable COBURG that LCOG has budgeted for FY 2022-2023 (see Exhibit C). COBURG shall also be responsible for its allocated portion of annual obligations that LCOG has entered into with third party providers.
6. **Amendment.** This agreement may be modified or extended by written amendment signed by both parties.
7. **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

For COBURG: Anne Heath

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

91136 N. Willamette St.
Coburg, OR 97408
Ph: 541-682-7871

8. **Records/Inspection.** COBURG 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.
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. Obligations of both parties under this

provision are subject to limitation of the Oregon Tort Claims Act. Obligations of COBURG are subject to limitation of Article XI, Section 10, of the Oregon Constitution.

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. **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.
13. **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.
14. **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 7. Either party may change its address by notice given to the other in accordance with this paragraph.
15. **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.
16. **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. This Agreement may be changed upon the execution of amendments to the Agreement approved by LCOG and COBURG.

LANE COUNCIL OF GOVERNMENTS

Brendalee Wilson
Executive Director

Date: _____

CITY OF COBURG

Anne Heath
City Administrator

Date: _____

EXHIBIT A

Scope of Work

I. System Administration

1. Budget and allocate contract costs among system users; monitor budget
2. Determine rates

II. Contract Management

1. Manage procurement process for vendors, services, and equipment
2. Negotiate contracts
3. Monitor system operations and maintenance contract performance
4. Coordinate and advise maintenance operations with contractors as needed
5. Ongoing communications with contractors

III. Network Management

1. Manage billing for telephone system customers, when this service is provided, as well as vendors and contractors

IV. Additional Services

1. For a full list of services please visit: <https://lcogteleconsortium.org/>

EXHIBIT B

Service Catalog – Services Provided as Part of Telecom Consortium

System Backups
Routine Scheduled Maintenance
Support for voicemail system
Full support for MAC (Moves, Adds, Changes)
End user support for phones
System Maintenance
24/7 Support
Support for 4 Digit Dialing
Limited Call Accounting
Telco Billing
Provide user training for telephones, voicemail and other tools
Resolve trouble calls and system problems
Provide assistance to vendor partners in troubleshooting system problems
Administer changes
Verify telephone company billings
NEC Hardware/Software Maintenance
Physical Copper QSIG Support
Host Asset & Billing Solution (Calero)
Maintain Help Desk SysAid Ticketing System for Phone system
Handle call records requests
Conference Bridge Management
Analog system support and maintenance
System Holidays Management
Support and Management of Cordless phones
Business Continuation Routing (BCR)

EXHIBIT C
Budget Summary Document 2022-2023

I. Background Information

In this budget, formulas are used to allocate the costs for personnel services, including indirect, based upon estimates of time spent by LCOG staff with each agency. Each agency demands different amounts of staff time. The Shared System involves extensive end user contact and greater responsibility for bill allocation and payment.

II. Telecom Management, Maintenance, and Personnel Budget (2022-2023)

<u>Budget Categories</u>	<u>Amount</u>		
Personnel Services	FY20	FY21	FY23
Principal Telecommunications Systems Analyst	45,429.00	33,495.00	13,642.00
Telecom Call Accounting Specialist	8,524.00	15,127.00	4,615.49
Principal Systems Analyst	0.00	0.00	0.00
Sr. Financial Analyst	3,383.00	3,452.00	1,372.87
Indirect	14,088.00	16,380.00	7,769.20
<u>Subtotal</u>	<u>71,424.00</u>	<u>68,454.00</u>	<u>27,400.66</u>
 <u>Materials and Services</u>			
Systems Software Maint.	17,100.00	2,000.00	2,000.00
Travel	1,000.00	500.00	400.00
Telephone	1,800.00	1,300.00	840.00
<u>Misc Program Expense (ex. consulting)</u>	<u>10,000.00</u>	<u>22,230.00</u>	<u>13,000.00</u>
<i>Subtotal</i>	29,900.00	26,030.00	16,240.00
 <i>Total</i>	 101,324.00	 94,484.00	 43,640.66

III. Telecom Consortium Annual Standard Allocations

Member	17-18	18-19	19-20	20-21	21-22	22-23
City of Coburg	0	1,091	1,216	1,437	1,216	1,216
City of Eugene	550	0	0	100	100	500
City of Springfield	14,171	10,406	11,599	14,171	14,171	2,000
Eugene School Dist 4J	18,218	13,378	14,911	18,218	18,218	18,218
Eugene Science Center	0	623	694	820	694	694
Homes For Good	0	8,102	9,031	10,670	9,031	9,031
LCC	6,829	5,015	5,590	6,829	6,829	6,829
LC Historical Museum	0	777	866	1,023	866	866
Lane ESD	5,481	4,025	4,486	5,481	5,481	5,481
Lane Transit District	0	0	0	100	100	250
LCOG	18,228	22,049	24,576	25,804	25,804	25,804
Oregon Judicial Dept.	16,853	15,659	0	100	100	250
Total	327,587	240,557	92,918	109,226	82,610	71,139