

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made and entered into under the authority of ORS 190.010, by and between **THE CITY OF LEBANON, OREGON**, hereinafter "City" and **LEBANON FIRE DISTRICT**, hereinafter "District" and shall become effective July 1, 2024 when signed by all parties.

- A. WHEREAS, ORS section 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has authority to perform; and,
- B. WHEREAS, the City retains the services of employees who have training and experience in computer sciences in a division of the City known as "Information Technology" or "IT"; and,
- C. WHEREAS, the District desires to retain the services of the IT Department of the City for assistance in upgrading, installing, and maintaining the District's network, computer, and printer systems; and,
- D. WHEREAS, the parties desire to enter into an agreement for the purpose of the City providing such services to the District.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

- 1. **DEFINITIONS.** The following definitions are herein included to supplement terms of this agreement.
 - a. Technology Director is the administrative head of the IT Department. The Director's duties include supporting staff as needed, planning for current and future projects, and coordinating budget and hardware purchasing and software contract evaluations and requests with both City and Fire staff.
 - b. Network Support includes system configuration and any calls requiring System Engineer or Network Engineer time beyond an initial engagement or computer replacement. This includes time to configure and monitor backups and restores. Please note that while a System Engineer, Network Engineer, Administrative Assistant, or Director may make an initial help desk response, the entirety of the ticket may be charged at a higher rate dependent on the complexity of the request.
 - c. Information Support or "helpdesk" includes basic responding of email and phone requests to the Help Desk or 4240 number and basic on-site support of basic computer repair or replacement. This would include, but is not limited to, a basic password, but not employee offboarding. It may include VPN assistance to assist a user to connect remotely. It may include a single file for a user if such restoration can be completed with a single email response or during the initial phone call or site visit in a reasonably short time period (defined as "within 15 minutes").
- 2. **TERM OF AGREEMENT.** The term of this agreement runs from the date of execution and will remain in effect until terminated by either party, with annual review.
- 3. **SERVICES PROVIDED.** The City shall provide the District with IT services.
 - a. District shall decide which computers will be upgraded and warrants that District has the appropriate licensing for such operating systems or software or will obtain appropriate licensing as will be needed for the installation of the system or software by the City. District further agrees to defend and indemnify the City for any claims made by vendors for licensing issues.
 - b. District shall retain the ability to finally approve and/or implement policies and procedures and shall assume all responsibility for the implementation of such policies.
 - c. District agrees to mirror the cyber security policies, training, and procedures of the City.
 - d. In the event the City deems it appropriate, and with the agreement of the District, the City may purchase equipment or software on behalf of the District. All expenses so incurred shall be paid

by the District, as invoiced by the City or directly from a vendor, and upon the same terms as contained in Section 3 herein.

- e. The City maintains that it follows the legal guidelines for public purchasing regarding the services stated and provided by the agreement.
- f. District will purchase switches, access points, computers, copiers, printers, and other necessary computer related items, to ensure functionality, successful interface, and competitive maintenance with lower costs, through the City and/or its awarded vendors.
- g. In the event of an equipment failure that interrupts normal operations of the system or would jeopardize the information security of the system for either party, the City may provide further assistance as agreed upon by the District to rectify the situation.
- h. The City, through its IT Department, agrees to perform the IT services in a workmanlike manner.

4. **PAYMENT TERMS.** The District will pay for IT services in the following ways:

- a. The District pays the City for costs incurred for materials and services acquired from a third-party used solely for District staff and computer systems. Examples of these costs include software contracts, hardware purchases, and licenses for common productivity tools such as Microsoft Office. These costs are billed to the District as they are incurred.
- b. The District will pay for shared staff time and licenses used by both City and District IT system users. This includes planning time and billing support for the IT Director and Administrative Assistant equal to 10% of the associated salary and benefits and planning time for the remaining employees employed by the City in the IT Department equal to 5% of the associated salary and benefits. This portion of the billing shall be considered “base charges” and shall be billed annually at the beginning of each contract year. For FY2025, these charges shall be \$53,480.
- c. The District shall pay an hourly rate for services rendered equal to the following:
 - i. Technology Director: \$165.00 per hour
 - ii. Network Support: \$137.42 per hour
 - iii. Information Support (helpdesk): \$110.86 per hour

Services rendered outside normal business hours of Monday – Friday, 8am to 5pm, excluding public holidays, shall be subject to additional charges equal to 1.5 times the standard hourly rate and at a minimum of two (2) hours of time.

Charges for services rendered shall be billed quarterly starting October 2024 and within 30 days of the end of the serviceable period.

- d. The District shall have 30 days from the date of invoice to pay outstanding charges. Outstanding balances may incur a service charge of 1.5% monthly, until paid.

5. **GENERAL PROVISIONS**

- a. Termination. This Agreement may be terminated at any time by mutual written consent of the parties. Either party may, at its sole discretion, terminate this agreement, in whole or in part, upon 90-day notice to the other party.
- b. Indemnity. City and District shall be responsible individually with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law.
- c. Hold Harmless. Subject to the limitations and conditions of the Oregon Tort Claims Act ORS 30-260-30.300, the parties agree to hold the other harmless, to indemnify and defend the other, its officers, agents and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney’s fees and witness costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the work described in this

agreement. Nothing in this hold harmless shall be deemed to create a liability in excess of the Oregon Tort Claims limits for either party.

- d. Dispute Resolution. Any dispute between the parties will be decided in Linn County Circuit Court. As a condition precedent to the filing of any claim in Linn County, the parties agree to first mediate any claims between them. Mediation under this Agreement shall consist of: (1) informal mediation consisting of a meeting between the parties in person; (2) if informal mediation is not successful, formal mediation with a mediator mutually agreed to by the parties. If a mediator cannot be agreed on, the parties agree to submit one name each to the Lebanon Municipal Court Judge who will choose a mediator from that list. The Judge will not be informed which party submitted which name.
- e. Amendment. The terms of this agreement may not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written agreement signed by both parties.
- f. Non-Discrimination. The parties agree not to discriminate on the basis of race, religion, sex, sexual orientation, color, age, family status, marital status, source of income, national origin, or mental or physical disability in the performance of this Agreement.
- g. Public Contracting. The provision of ORS 279 shall apply to this Agreement.
- h. Attorney's Fees. If any action is instituted by either party in connection with any claim or controversy arising out of this Agreement, attorney's fees may not be awarded by a court of competent jurisdiction and each party shall bear its own expense of such action.
- i. Severability. If any part of paragraph, section, or provisions of the Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.
- j. Governing Law. This agreement and the parties' rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Albany, Linn County, Oregon.
- k. Written Notice. All notices regarding this agreement would be sent to:

City of Lebanon	Lebanon Fire District
c/o IT Director	c/o Fire Chief
40 N 2 nd Street	1050 W Oak Street
Lebanon, OR 97355	Lebanon, OR 97355

This agreement including any Attachments, incorporates the complete understanding of the parties and shall not be modified except in writing executed with the same formalities and authority by all parties as this Agreement itself.

AGREED:

City of Lebanon

Lebanon Fire & Ambulance District

By: _____
City Manager

By: _____
Fire Chief

Date: _____

Date: _____

REVIEWED AS TO FORM:

By: _____
Lebanon City Attorney

Date: _____