

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY RECORDS MANAGEMENT AND  
CITY OF OREGON CITY**

**1. Purpose**

- A. This Agreement is entered into between Clackamas County, on behalf of its Department of Records Management, and the City of Oregon City for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides the basis for a cooperative working relationship for the records storage services. The project consists of storing 840 boxes of closed records belonging to the City of Oregon City. The work to be accomplished is described in a proposal from the City Recorder representing the City of Oregon City dated 07/20/2020, (attached as "Attachments A and B") and is referred to herein as the "Project."

**2. Scope of Cooperation**

- A. County agrees to:
  - 1. Store the records as described in the specifications of OAR 66-020-0015.
  - 2. Refile records back into the Records Center for storage.
  - 3. Enter records into the Electronic Records system (EDC/RCWeb) for barcoding and storage.
  - 4. Provide an inventory of records after data entry into EDC/RCWeb for verification by the City of Oregon City.
  - 5. Require, for each transaction, receipt and signature by City of Oregon City staff verifying the transaction.
  - 6. Stored and retrieve records on an as-needed basis.

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- B. City of Oregon City agrees to:
1. Contact the Clackamas County, Department of, Records Management as least one hour prior to retrieving a record.
  2. Prepare records for storage and deliver them to the Clackamas County Department of Records Management.
  3. Pay County all amounts due and owing from the City of Oregon City for work performed under this Agreement within thirty (30) days of receipt of the invoice.

### **3. Compensation**

- A. City of Oregon City will pay County an amount not to exceed \$8,000 for services provided under this Agreement. The County will not provide services in excess of the \$8,000 without prior execution of a written amendment to this Agreement on terms and conditions acceptable to both parties.
- B. The County shall submit an annual invoice to the City of Oregon City for the costs of services performed, at the rates set forth in Attachment C, at the end of each Fiscal Year (defined as July 1 through June 30). The City of Oregon City shall issue payment to the County within 30 days of receipt of such invoices.
- C. All checks shall be made payable to Clackamas County and mailed to the following address:

Records Management  
1810 Red Soils Ct, Ste. 120  
Oregon City, OR 97045

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## 4. Liaison Responsibility

Liaison from City of Oregon City, Recording Office for the Project will be:

Kattie Riggs  
625 Center St  
Oregon City, Oregon 97045  
503-496-1505  
[kriggs@orcite.org](mailto:kriggs@orcite.org)

Liaison from County for the Project will be:

Carol Hopkins  
1810 Red Soils Ct, Suite 120  
Oregon City, Oregon 97045  
503-655-8656

## 5. Other Terms

- A. Compliance with Laws. County and City of Oregon City agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This Agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. This Agreement may be amended at any time with the written agreement of both parties.

## 6. Term of Agreement

- A. The term of this Agreement is a period beginning when it becomes effective July 25, 2020 and ending July 25, 2023.

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### **7. Termination**

- A. This Agreement may be terminated by either party upon 30 days written notice.
- B. This Agreement may be terminated at any time for nonperformance of any material term of this Agreement. Upon termination for nonperformance of any material term, each party shall have all rights and remedies available to it at law, in equity, or under this Agreement.

### **8. Dispute resolution**

Any dispute arising out of this Agreement will first attempt to be resolved informally between the Clackamas County Records & Information Manager and City of Oregon City, Recording Office. If resolution is unsuccessful, the dispute will attempt to be resolved between the respective governing bodies of each party. In the event the dispute cannot be resolved informally, the parties may pursue any rights and remedies available to them at law, in equity, or under this Agreement.

### **9. Indemnification**

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, County agrees to indemnify, save harmless and defend the City of Oregon City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City of Oregon City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City of Oregon City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City of Oregon City has a right to control.

### **10. Debt Limitation**

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

INTERGOVERNMENTAL AGREEMENT

**IN WITNESS HEREOF**, the parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**

**City of Oregon City**

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Mayor, Dan Holladay

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT A

### SCOPE OF WORK AND PROPOSAL

This agreement is for records storage services as described in OAR 166-020-0015.

The City of Oregon City will prepare records for storage and deliver them to Clackamas County Records Management.

The County will store the records as described in the specifications of OAR 166-020-0015.

The City of Oregon City will contact Clackamas County Records Management at least one hour prior to retrieving a record. Clackamas County Records Management will enter records into the Electronic Records Center (EDC/RCWeb) for barcoding and storage. Clackamas County Records Management will provide an inventory of records after data entry into (EDC/RCWeb) for verification by the City of Oregon City. Each request will be receipted and signed for City of Oregon City Staff verifying the transaction. When records are returned they will be electronically checked back into the Records Center for storage.

ATTACHMENT B

MICROFILMING REQUIREMENTS AND BUDGETS

Department	Requirements	Budget
City Manager Records Center	Secure Records Storage Retrieval and Refile	\$8,000

Records will be stored and retrieved on an as-needed basis. When budget limits are reached, Clackamas County, Records Management and The City of Oregon City will discuss options.

Prices are to be determined from the estimated costs provided by the Clackamas County Records Manager in Attachment C.

ATTACHMENT C

CLACKAMAS COUNTY ADOPTED RATE SCHEDULE

2020/2021

ATTACHMENT C

CLACKAMAS COUNTY ESTIMATED COSTS

35mm silver microfilm processing	.44 per image
35mm vendor minimum order charge (on 35mm reels with less than 300 images)	\$100/reel
16mm jacketing	\$ 1.50/jacket
35mm jacketing	\$ 2.75/jacket
16mm Diazo Duplicate	\$ 10.50/reel
35mm Diazo Duplicate	\$ 13.65/reel
16mm Silver Duplicate	\$ 16.28/reel
35mm Silver Duplicate	\$ 19.58/reel
Polysulfide Treatment 16mm	\$ 3.20/reel
Polysulfide Treatment 35mm	\$ 6.40/reel
Records Storage	.40/per Box
Labor:	\$70.00 per hour



