

INTERGOVERNMENTAL AGREEMENT

Between

OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG)

and

City of Sweet Home, Oregon (CITY)

For

Technology Services

Coverage Period: July 1, 2025 to June 30, 2027

This Agreement is made and entered into upon execution by and between City of Sweet Home, 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 their technology systems.
- 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 on a regular basis.

SECTION 2. CITY RESPONSIBILITY

- 1. Use the designated OCWCOG ticket system for submitting maintenance or repair requests and respond promptly to OCWCOG requests for additional information needed to effect repair.
- 2. When new equipment or project services are required by the CITY and OCWCOG is asked to provide a Statement of Work (SOW):
 - a. Review the OCWCOG proposed SOW, 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 signed approval for the SOW, authorizing OCWCOG to carry out the accepted SOW project.
3. Promptly compensate OCWCOG for projects completed by OCWCOG within thirty (30) days of receiving an invoice for work completed as authorized by CITY.
4. Maintain cybersecurity insurance with coverage limits sufficient to address potential damages from data breaches, hacks, viruses, or other cybersecurity incidents. This coverage must be maintained over the entire period of the Agreement term. CITY must notify OCWCOG immediately if it is discovered that any cybersecurity incident has occurred.

SECTION 3. OCWCOG RESPONSIBILITY (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 ticket 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 Statement of Work and timeframe required.
 - a. If requested, provide the CITY with a written Statement of Work, estimate of cost and timetable for completion, for written authorization to proceed. All approved SOWs shall remain in effect until completed. If CITY terminates this contract before any approved SOW order is complete, CITY will be responsible for paying all outstanding expenses incurred for work performed, equipment leased (through the SOW 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 SOW, cost estimate and timetable, along with any unpaid financial commitments that have been requested by the CITY through our SOW process.

SECTION 4. PROVISIONS

- A. **Contract Period:** This agreement shall become effective on signature and shall terminate after the designated 2-year contract term.
- B. **Consideration:** The CITY agrees to pay OCWCOG a monthly flat fee for computer consulting services, maintenance, and related activities. This monthly flat fee is based on the number of computers supported by OCWCOG on behalf of the CITY and is shown in Attachment A. Travel mileage to/from the CITY location is included in the monthly flat fee. Separately, the CITY agrees to pay OCWCOG for time and materials to complete any work authorized in each approved SOW. OCWCOG will invoice the CITY monthly for the flat fee. In addition, SOW time and materials, and cost of equipment will be invoiced when incurred.

The CITY understands that the monthly flat fee may be changed by OCWCOG during the

terms of the agreement if the number of computers supported changes. 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 benefit 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 work 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 CITY and OCWCOG arising out of, or relating to this Agreement or the breach thereof will be first mediated by the parties through a certified mediator selected by the OCWCOG. If the parties cannot agree on mediation, any litigation related to this agreement in any way shall be filed in the Circuit Court in and for Linn County Oregon.
- 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 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:

Ryan Vogt
Executive Director
Oregon Cascades West Council of Governments
1400 Queen Ave SE Ste. 201
Albany, OR 97322

Date

Jason Ogden
City Manager/Police Chief
City of Sweet Home
3225 Main St.
Sweet Home, OR 97386

Date

Attachment A

Monthly Service Fee

- Supported computer count: 80
- Monthly fee per computer: \$40
- Total Monthly recurring fee: \$3,200

***Equipment purchases and SOW costs are not included in this monthly fee.**