

INTERGOVERNMENTAL AGREEMENT

Between City of Sweet Home and Oregon Cascades West Council of Governments For Recruitment Services

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.

Recitals

- A. ORS 190.010 permits units of local government to enter into agreements for the performance of required duties or the exercise of permitted powers.
- B. Both CITY and OCWCOG are units of local governments under ORS 190.010.
- C. CITY has the need of Recruiting Services.
- D. OCWCOG has staff with the proper credentials, licensing, and experience to provide such service.
- E. OCWCOG is an Independent Contractor and shall not receive any benefits as an employee of the City.

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 providing executive search assistance as outlined in Exhibit A attached, for the next City Manager of Sweet Home by working with City staff and the Sweet Home City Council to recruit, and present qualified candidates who meet the criteria for the position.

SECTION 2. CITY RESPONSIBILITY

- A. CITY will provide access to records and documents relevant to work requested.
- B. CITY shall prioritize and communicate recruiting activities to OCWCOG and provide direction as tasks are completed for any follow-up activities.
- C. CITY shall pay OCWCOG within thirty (30) days after receiving OCWCOG's invoice.

SECTION 3. OCWCOG RESPONSIBILITY

- A. Provide services as outlined in Scope of Work attached as Exhibit A.
- B. OCWCOG will respond to CITY requests of recruiting services in a timely manner.
- C. OCWCOG shall track time spent on tasks and bill corresponding tasks with brief description of the work accomplished

SECTION 4. PROVISIONS

- A. Contract Period: This agreement shall be effective on March 22, 2022 and shall terminate on March 21, 2023, unless this agreement is hereafter modified in writing.
- B. Payment: OCWCOG will submit an invoice for hours worked to the CITY for work outlined in the Scope of Work based on an hourly rate ranging between \$55 to \$94 with an aggregate amount not to exceed \$4500 including costs and with no other payment or benefit. No deduction shall be taken by CITY from the hourly rate. OCWCOG shall be responsible for any taxes and Worker's Compensation and other required deductions from their contracted amount. Compensation shall be paid within thirty days of completion of deliverables.

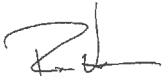
Requests for work not described above can be accommodated at a rate up to \$94 per hour. Compensation shall be paid for actual time and materials. Authorization by the CITY for additional work will be communicated in writing. Requests for services will be made to: Ryan Schulze Human Resource Manager .

- 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 benefits 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 or

its officers, agents, and employees 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.

- 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 OCWCOG.
- 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 of it will be decided, if the parties mutually agree, by mediation, or if they fail to agree, by arbitration. Arbitration will be conducted according to rules and procedures set out by the Arbitration Service of Portland, or as otherwise agreed by the parties.
- K. Workers Compensation: All employers, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements.
- 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. Amendments: Any amendment to this agreement shall be in writing and signed by authorized representatives of both parties. There are no understanding, agreements, or representations, oral or written, regarding this agreement except as specified or referenced herein.
- N. Time of Essence: Time is of the essence of this agreement.

Signed:



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

Date: **Mar 17, 2022**

Mayor Greg Mahler
Mayor of Sweet Home
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386

Date: _____

Christy Wurster
City Manager Pro Tem
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386

Date: _____

Exhibit A
Scope of Work

OCWCOG will provide professional recruitment services to undertake portions of work described herein as prioritized and directed by the City which may include the following duties, responsibilities, tasks and programs:

1. Attend meetings with Sweet Home staff and City Council as requested.
2. Survey the City Council and City staff to gather information on what they are looking for in a City Manager.
3. Provide standards and criteria for the development of a position profile.
4. Identify and recruit candidates thru various advertisements.
5. Evaluate/screen prospective candidates and make recommendations to the City Council.
6. Develop interview questions for all rounds of interviews with input from the City Council.
7. Facilitate interview process as requested.
8. Aide in selection and employment including reference checks.
9. Additional services as requested by the City of Sweet Home.