

**CITY OF DUNES CITY,
LANE COUNTY, OREGON**

RESOLUTION SERIES 2019, NO. 7

Effective Date: 6/12/2019

**A RESOLUTION AUTHORIZING THE CITY OF DUNES CITY TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE LANE COUNCIL OF
GOVERNMENTS FOR INFORMATION TECHNOLOGY SERVICES (IT) AND
DELEGATING AUTHORITY TO THE CITY ADMINISTRATOR TO SIGN THE IGA.**

WHEREAS, the City of Dunes City has had a number of problems with its computer systems, software, and email programs; and

WHEREAS, the City has had numerous providers of computer and information technology service repairs unsuccessfully attempt to resolve the issues affecting the efficient operation of office technological equipment over the last fiscal year; and

WHEREAS, the Dunes City Council desires to enter into an Intergovernmental Agreement with the Lane Council of Governments (LCOG) for IT services in hopes that they can resolve the performance issues; and

WHEREAS, finally getting the information technology in Dunes City functioning efficiently will improve the provision of services to the Dunes City residents.

NOW, THEREFORE, BE IT RESOLVED BY THE DUNES CITY COUNCIL AS FOLLOWS:

The City Council of Dunes City desires to enter into an IGA with the Lane Council of Governments for the provision of information technology services, a copy of which is attached hereto as Exhibit A and incorporated by reference herein, and delegates the City Administrator authority to sign the grant application.

This Resolution shall be effective following its adoption by the City Council of the City of Dunes City.

ADOPTED BY THE DUNES CITY COUNCIL THIS 12th DAY OF JUNE, 2019.

Ayes: 5 Nays: 0 Abstain: 0 Absent: 1 Vacant: 0


Robert Forsythe, Mayor

ATTEST:

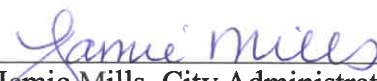

Jamie Mills, City Administrator/Recorder

EXHIBIT A

AGREEMENT FOR SERVICES

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

AND: The City of DUNES CITY (CITY), a unit of local government of the State of Oregon-

EFFECTIVE DATE: 6/5/2019

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. CITY a———nd LCOG desire to enter into an agreement where-in LCOG will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

AGREEMENT

1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until June 30th, 2020 or until earlier terminated pursuant to Paragraph 4 of this agreement.
2. **Services to be Provided.** LCOG agrees to provide services to CITY as outlined in Attachment A, Scope of Work.
3. **Compensation.** CITY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for LCOG personnel plus any direct expenses associated with the Work performed. The total cost of this agreement shall not exceed \$2,000.
4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
6. **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
859 Willamette St., Suite 500
Eugene, OR 97401-2910
Ph: 541-682-4452

For Dunes City: Jamie Mills
P.O. Box 97
Westlake, OR 97493
Ph: 541 997-3338

7. **Records/Inspection.** CITY 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.
8. **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.

9. **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.

10. **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.

11. **Subcontracting.** LCOG shall not subcontract the Work under this agreement, in whole or in part, without CITY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding CITY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and CITY shall incur no obligation to any sub-contractor.

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 6. 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.

LANE COUNCIL OF GOVERNMENTS:

By: _____
Brendalee S. Wilson, Executive Director

Date: _____

DUNES CITY:

By: _____
Jamie Mills, City Administrator

Date: _____

ATTACHMENT A SCOPE OF WORK (DUNES CITY) Technology Services

At the request of CITY, the Lane Council of Governments will provide computer support services to CITY as outlined below. Qualified Lane Council of Governments Staff members may work on these duties to provide CITY with uninterrupted computer support services.

1. Respond to CITY, when requested, for computer and network support, analysis, configuration, software, license management, and security.
2. Install CITY's servers, computers, printers, network equipment and other technical components upon request; diagnose and coordinate the repair of CITY's technical infrastructure, and troubleshoot problems when required.
3. Review proposals for new equipment and changes to CITY's network; advise agency on equipment and software purchases and on network configurations.
4. Order and install any necessary and agreed upon software, hardware, or network equipment purchased by CITY or purchased by LCOG for and charged back to CITY.
5. Assist with technology service needs associated with office moves for CITY as necessary.
6. Work with CITY to create and implement back-up plans.
7. Support CITY's internet and e-mail systems.
8. LCOG will be responsible for coordination and oversight of 3rd party providers when requested.
9. Create documentation outlining CITY's network upon request.
10. Assist with other technical tasks for CITY as needed. This could include support for enterprise and financial systems, and web-based or telephony support, as requested.

Lane Council of Government Staff shall only provide services as requested. LCOG will keep a log of all time spent on CITY's business and submit it quarterly to the City Administrator.