

RESOLUTION NO. 1465

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF CENTRAL POINT AND THE CITY OF TALENT FOR  
INFORMATION TECHNOLOGY SUPPORT SERVICES**

RECITALS:

- A. Oregon Revised Statute Chapter 190 authorizes the City of Central Point to reduce costs and produce public benefit through the use of intergovernmental cooperation.
- B. The City of Central Point and the City of Talent deem it to be to their mutual advantage and to be in the best interest of their respective constituencies to enter into an Intergovernmental Agreement for the purpose of the City of Central Point to provide Information Technology Support services for the City of Talent.

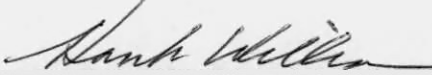
The City of Central Point resolves:

**Section 1.** The attached intergovernmental agreement between the City of Talent and the City of Central Point for the provision of Information Technology Support services is approved.

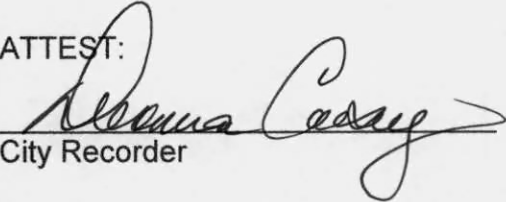
**Section 2.** Upon approval of this agreement by the City of Talent, the attached intergovernmental agreement shall govern Information Technology Support services between the two agencies from July 1<sup>st</sup>, 2016 to June 31<sup>st</sup>, 2020.

The City Manager of Central Point is authorized to sign the attached agreement on behalf of the City of Central Point.

23<sup>rd</sup> Passed by the Council and signed by me in authentication of its passage this  
day of June, 2016.

  
Mayor Hank Williams

ATTEST:

  
City Recorder

**AGREEMENT FOR SERVICES**  
**INFORMATION TECHNOLOGY Services**  
**BETWEEN the City of Central Point**  
**AND City of Talent**  
**EFFECTIVE DATE: July 1, 2016**

**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. The CITY OF TALENT and the CITY OF CENTRAL POINT desire to enter into an agreement where-in the CITY OF CENTRAL POINT will provide IT services on an as-needed basis described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

**AGREEMENT**

- 1. **Duration/** The agreement term shall take effect of the Effective Date and shall continue in place until **July 1, 2020** or until earlier termination pursuant to Paragraph 4 of this agreement.
- 2. **Services to be Provided.** The CITY OF CENTRAL POINT agrees to provide IT services to the CITY OF TALENT as outlined in Attachment A, Scope of Work incorporated herein by reference.
- 3. **Compensation.** The CITY OF TALENT shall pay the CITY OF CENTRAL POINT within 30 days upon receipt of an invoice, which shall be issued monthly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates of ~~\$75~~<sup>\$125</sup> billed in 15 minute increments for the CITY OF CENTRAL POINT personnel plus any direct expenses associated with the work performed. In the event CITY OF CENTRAL POINT staff are required to travel to CITY OF TALENT to provide support services, travel time will be included in billed time.
- 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. All work performed up to the date of termination will be billed as provided in Paragraph 3 above.
- 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: CITY OF CENTRAL POINT:

Christopher Clayton  
140 South 3ed Street  
Central Point, OR 97502  
541-664-3321

For: CITY OF TALENT

Thomas Corrigan  
110 East Main Street  
Talent, OR 97540  
541-535-1566

- 7. **Records/Inspection.** The CITY OF CENTRAL POINT and the CITY OF TALENT shall each maintain records of its costs and expenses pursuant to State retention law. 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. 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 Medford, 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 Jackson 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.** The CITY OF CENTRAL POINT shall not subcontract the Work under this agreement, in whole or in part, without the CITY OF TALENT's prior written approval. The CITY OF CENTRAL POINT shall require any approved subcontractor to agree, as the portion of the Work subcontracted, to comply with all obligations of the CITY OF CENTRAL POINT specified in this agreement. Notwithstanding the CITY OF TALENT's approval of a subcontractor, the CITY OF CENTRAL POINT shall remain obligated for full performance of this agreement and the CITY OF TALENT shall incur no obligation to any subcontractor.
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.** The CITY OF CENTRAL POINT and the CITY OF TALENT 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 contacting provision.
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 parties.
16. **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

**CITY OF CENTRAL POINT**

**By:**

**Chris Clayton, City Manager**

**CITY OF TALENT**

**By:**

**Tom Corrigan, City Manager**

Date:

Date:

**ATTACHMENT A  
SCOPE OF WORK  
CITY OF TALENT Technology Services**

At the request of the CITY OF TALENT, the CITY OF CENTRAL POINT will provide *secondary* computer support services to the CITY OF TALENT as outlined below in the event that the CITY OF TALENT's technology personnel are absent or otherwise unavailable. The CITY OF CENTRAL POINT's IT Director will be the primary staff person responsible for these tasks and other qualified CITY OF CENTRAL POINT staff members may work on these duties to provide the CITY OF TALENT with *secondary* computer support services.

The CITY OF CENTRAL POINT advanced notification requirements:

1. The CITY OF CENTRAL POINT IT Department requests to be notified two weeks in advance of any planned IT support coverage. This will allow the City of Central Point to ensure appropriate staffing levels are adequate to meet the City of Talent's needs.

The CITY OF CENTRAL POINT IT Department will provide the following services:

1. Provide technical assistance in the event of hardware, software and/or network failures.
2. Assist users with general technology related questions or issues.

The CITY OF CENTRAL POINT IT Department can be contacted via the following methods:

1. Email can be sent to [helpdesk.it@centralpointoregon.gov](mailto:helpdesk.it@centralpointoregon.gov). Emails are received into a ticketing system and technicians are notified of new support requests.
2. Phone calls can be made to 541-423-1975. These calls ring to all phones in the IT Department.

The CITY OF CENTRAL POINT IT Department will provide support via the following methods:

1. Over the phone support for basics issues that don't require hands on expertise.
2. Remote control support for issues that don't require physical access to equipment.
3. On-site support for issues that can't be resolved over the phone or via remote control assistance.

The CITY OF CENTRAL POINT IT Department will provide services during the following time constraints:

1. Monday through Friday 8:00am – 5:00pm

The CITY OF CENTRAL POINT IT Department will provide the following services levels:

1. Central Point IT Department will respond to requests within 2 hours.
2. Resolution of issue will be best effort based on severity of the issue reported.

The CITY OF CENTRAL POINT IT Department will provide the CITY OF TALENT IT Department with:

1. A daily issues report outlining the issue reported, steps taken, resolution steps, and hours expended.
2. A monthly invoice showing hours spent related to issues received.

The CITY OF TALENT IT Department will provide the CITY OF CENTRAL POINT IT Department with:

1. Domain level account with permissions to accommodate tasks being requested.
2. VPN remote access to the City of Talents network for remote assistance needs.
3. Desktop Remote Assistance access tool or protocol.
4. Server Remote Access.
5. Network documentation with diagrams and IP Address information.