

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made and entered into under the authority of ORS 190.010, by and between **THE CITY OF LEBANON**, hereinafter “City” and **LEBANON FIRE DISTRICT**, hereinafter “District” and shall become effective July 1, 2022 when signed by all parties.

- A. Whereas, ORS section 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has authority to perform; and
- B. Whereas, the City retains the services of employees who have training and experience in computer sciences in a division of the City known as “Information Technology” or “IT”; and
- C. Whereas, the District desires to retain the **services of the IT Department** of the City for assistance in upgrading, installing, and maintaining the District’s network, computer, and printer systems; and
- D. Whereas, the parties desire to enter into an agreement for the purpose of the City providing such services to the District;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

- 1. **TERM OF AGREEMENT.** The term of this agreement runs from the date of execution and will remain in effect until terminated by either party, with annual review.
- 2. **SERVICES PROVIDED.** The City shall provide the District with IT services.
 - a. District shall decide which computers will be upgraded and warrants that District has the appropriate licensing for such operating systems or software or will obtain appropriate licensing as will be needed for the installation of the system or software by the City. District further agrees to defend and indemnify the City for any claims made by vendors for licensing issues.
 - b. District shall retain the ability to finally approve and/or implement policies and procedures and shall assume all responsibility for the implementation of such policies.
 - c. District agrees to mirror the cyber security policies, training, and procedures of the City.
 - d. In the event the City deems it appropriate, and with the agreement of the District, the City may purchase equipment or software on behalf of the District. All

IT Services IGA between City of Lebanon and Lebanon Fire District

- expenses so incurred shall be paid by the District, as invoiced by the City or directly from a vendor, and upon the same terms as contained in Section 3 herein.
- e. The City maintains that it follows the legal guidelines for public purchasing regarding the services stated and provided by this agreement.
 - f. District will purchase switches, access points, computers, copiers, printers, and other necessary computer related items, to ensure functionality, successful interface, and competitive maintenance with lower costs, through the City and/or its awarded vendors.
 - g. In the event of an equipment failure that interrupts normal operations of the system or would jeopardize the information security of the system for either party, The City may provide further assistance as agreed upon by the District to rectify the situation.
 - h. The City, through its IT Department, agrees to perform the IT services in a workmanlike manner.

3. PAYMENT TERMS. Reference **Addendum A**.

4. GENERAL PROVISIONS

- a. Termination. This Agreement may be terminated at any time by mutual written consent of the parties. Either party may, at its sole discretion, terminate this agreement, in whole or in part, upon 90 days-notice to the other party.
- b. Indemnity. City and District shall be responsible individually with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law.
- c. Hold Harmless. Subject to the limitations and conditions of the Oregon Tort Claims Act ORS 30-260-30.300, the parties agree to hold the other harmless, to indemnify and to defend the other, its officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness 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. Nothing in this hold harmless shall be deemed to create a liability in excess of the Oregon Tort Claims limits for either party.
- d. Amendment. The terms of this agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by both parties.
- e. Non-Discrimination. The parties agree not to discriminate on the basis of race, religion, sex, sexual orientation, color, age, family status, marital status, source of income, national origin or mental or physical disability in the performance of this Agreement.
- f. Public Contracting. The provision of ORS 279 shall apply to this Agreement.
- g. Attorney's Fees. If any action is instituted by either party in connection with any claim or controversy arising out of this Agreement, attorney's fees may not be awarded by a court of competent jurisdiction and each party shall bear its own

IT Services IGA between City of Lebanon and Lebanon Fire District

expense of such action.

- h. Severability. If any part paragraph, section or provisions of the Agreement is adjudged to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.
- i. Governing Law. This agreement and the parties' rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Albany, Linn County, Oregon.
- j. Written Notice. All notices regarding this agreement would be sent to:

IT Director

40 N 2nd Street

Lebanon, OR 97355

Fire Chief

1050 W. Oak Street

Lebanon, OR 97355

This Agreement, including Attachments (Addendum A), incorporates the complete understanding of the parties and shall not be modified except in writing executed with the same formalities and authority by all parties as this Agreement itself.

AGREED:
City of Lebanon

DocuSigned by:
By: Nancy Brewer
D575A57B4AD7495...

Date: 6/28/2022

AGREED:
Lebanon Fire District

DocuSigned by:
By: Joseph Rodondi
F5FBB479021A4C...

Date: 6/28/2022

REVIEWED AS TO FORM:
City Attorney

DocuSigned by:
By: John "Tre" Kennedy
5886B5096B3440A...

Date: 6/30/2022

DocuSigned by:
Brent Hurst 6/29/2022
5DA08F3C6BA7467...

IT Services IGA between City of Lebanon and Lebanon Fire District

Addendum A

The District pays for IT services in two ways:

1. The District pays the City for costs incurred for materials and services acquired from a third party used solely for District staff and computer systems. Examples of these costs include software contracts, hardware purchases, and licenses for common productivity tools such as Microsoft Office. These costs are billed to the District as they are incurred.
2. The District pays the City for staff time and a pro rata share of services and licenses used by both City and District IT system users. Beginning in FY 22-23, the City and Fire District agree to begin to implement a full cost allocation methodology. IT service costs are allocated to users (City Departments and the Fire District) based on time spent on service and City network and computer resources used by Fire. IT maintains records of service calls to make this allocation accurately. Actual usage data from the prior fiscal year is used for the budget year allocation of costs. Thus FY 21 data will be used to set FY 23 budget.

Using the allocation method described above, FY 22-23 would have required the Fire Department to pay significantly more than the District's historical payment for these services. The Parties have agreed to phase in increased costs over the next three fiscal years until the District pays its share of allocated costs the same as other using Departments. As a result of the phase-in, the Fire Department will pay \$50,000 for FY 22-23 and \$100,000 for FY 23-24. This reduced allocation assumes the District uses their average 250 hours of IT time during the year. Recognizing budget constraints, if the District uses more than 250 hours, the FY 23-24 allocation will be increased by the excess hours at the rate of \$91.80 per hour. IT will share data on calls for service with the District each quarter.

City shall maintain accurate records of services rendered to District and invoice annually at the beginning of the fiscal year, July 1, for the upcoming year. Should District dispute any invoices, a representative of the District shall communicate such dispute to the City's IT Director. The parties shall attempt to mediate such disputes between themselves as a condition of any legal action taken under this agreement.

Any undisputed invoices which are not paid within 30 days of receipt shall bear interest at the rate of 5% per annum from the date of invoice, until paid.