

AGREEMENT AMENDMENT #1

6136
WHEREAS Lane Council of Governments, hereinafter referred to as LCOG and Curry County, hereinafter referred to as County, entered into an Agreement on December 8, 2020 for APO data processing.

NOW THEREFORE, both parties agree to the following amendments:

Article 1 of the original agreement which reads:

The agreement term shall take effect on the Effective Date and shall continue in place until July 31, 2021 or until earlier terminated pursuant to Paragraph 4 of this agreement.

Shall be amended to read:

The agreement term shall take effect on the Effective Date and shall continue in place until June 30, 2023 or until earlier terminated pursuant to Paragraph 4 of this agreement.

Article 3 of the original agreement which reads:

COUNTY shall pay LCOG upon receipt of an invoice, which shall be issued one-time after completion of Task 1 (described in Exhibit A). The total cost of this agreement shall not exceed \$1,880.00.

Shall be amended to read:

CITY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly. The total cost of this agreement shall not exceed \$3,840.00.

All other terms and conditions of this agreement remain unchanged.

LANE COUNCIL OF GOVERNMENTS

DocuSigned by:



By: Brendaalee S. Wilson, Executive Director

5/12/2022

Date

Curry County



By: Becky Crockett, Planning Coordinator

5/26/2022

Date

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY**

In the Matter of an Order Approving an)
Inter-Governmental Agreement (IGA),)
Between Curry Co. and Lane Council of)
Governments)

RESOLUTION R2021-05

WHEREAS, Lane County has been providing Curry County GIS Map and DATA
but cannot any longer and,

WHEREAS, Lane Council of Governments (LCOG) is able to provide this support
to the county.

NOW THEREFORE BE IT RESOLVED to approve the IGA between LCOG and
Curry county to provide GIS services, effective December 8, 2020, with an
expiration date of June 30, 2022.

Dated this 16th day of December 2020.

CURRY COUNTY BOARD OF COMMISSIONERS



Christopher Paasch, Chair



Court Boice, Vice Chair 12-29-20



Sue Gold, Commissioner

Approved as to form:



John Hutt
Curry County Counsel

INTERGOVERNMENTAL AGREEMENT

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

AND: Curry County (AGENCY), a unit of local government of the State of Oregon

EFFECTIVE DATE: 12/08/2020

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. AGENCY and 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 30, 2022 or until earlier terminated pursuant to Paragraph 4 of this agreement.
- 2. **Services to be Provided.** LCOG agrees to provide services to AGENCY as outlined in Attachment A, Work Program.
- 3. **Compensation.** AGENCY 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 \$20,000.00.
- 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: Kyle Overstake
859 Willamette St., Suite 500
Eugene, OR 97401-2910
Ph: 541-682-6684

For Curry County: Brad Rueckert
Director of County Operations
Curry County, OR
Ph: 541 247 3254
rueckertb@co.curry.or.us

- 7. **Records/Inspection.** AGENCY 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 the AGENCY'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 the AGENCY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and AGENCY 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:

DocuSigned by:

By: Brendalee S. Wilson, Executive Director
Date: 12/18/2020

CURRY COUNTY:


By: Brad Rueckert, Director of County Operations
Date: 12/24/2020

ATTACHMENT A WORK PROGRAM

On request of AGENCY, LCOG shall provide the following services:

Mapping Application Transfer:

LCOG will work with Lane County GIS staff to transfer the two existing mapping applications and related data integration code into the LCOG environment. This will be a one-time effort estimated at 40 hours (\$4,000.00).

Mapping Application Maintenance:

LCOG will regularly update two existing mapping applications for Curry County using ESRI's ArcGIS online technology. The applications will be hosted on LCOG servers and will be available via web address (URL). LCOG will use a script to automatically update the mapping applications with current tax lot data received by the Department of Revenue combined with data from Curry County's Assessment & Taxation system, TSG. Updates will be scheduled at a nightly frequency. Other GIS data will be updated as needed. The mapping applications include the following functionality:

- Custom searches (i.e. address, owner name, maptaxlot, road name, etc. as defined by Curry County)
- Draw search to select features using points, lines, and polygons
- Buffer selections
- Table of Contents and Legend
- Basemap Gallery
- Google Streetview
- Bookmarks
- Zoom capabilities, including Zoom to Coordinate and Zoom to Scale
- Measure tools
- Markup tools
- Printing, includes various page sizes, layouts, and file formats (i.e. PDF, JPG, etc.)
- Saved and shared maps
- Help documentation

Mapping application hosting cost: \$150 monthly (\$1,800 annually)
(Includes hardware replacement and software licensing costs)

Project-Based GIS Services:

LCOG is available for project specific GIS services. LCOG will respond to all project requests by providing Curry County staff with a project scope, description of deliverables, cost estimate, and timeframe to complete the work. LCOG must receive approval from Curry County before beginning work on the project. GIS work that is expected to exceed 10 hours will be considered a project and is subject to the Project-Based GIS Services process. All project requests should be made to the LCOG GIS Program Manager, Bob DenOuden, who will gather project requirements from Curry County staff.

On-Call GIS Services:

LCOG is available to provide on-call GIS services in addition to those outlined above at the hourly rate described under the "Payment:" section below. GIS work that is not expected to exceed 10 hours can proceed without going through the Project-Based GIS Services process outlined above. Examples of on-call work include, but are not limited to map requests, simple query and analysis, and other short-duration GIS tasks. All on-call requests should be made to the LCOG Project Manager listed in Section 6 above.

Project-Based and On-Call GIS services may include, but are not limited to:

- Zoning GIS layer data maintenance
- Tax lot remapping and map maintenance
- GIS software assistance and support
- Data development and maintenance
- Custom map requests, mailing lists, mapbooks, etc.
- GIS analysis (spatial, network, 3D, etc.)
- Custom scripts, tools, widgets, or models
- Web and mobile mapping applications
- Printing, graphic design, etc.
- Training
- Strategic planning, system design, needs assessment, and project management.

Payment:

Curry County agrees to pay to LCOG the following amounts in exchange for the services described under "Services", above:

When needs arise AGENCY will work with LCOG to identify the appropriate support staff member and their hourly rate using the fee schedule below as a rough guideline:

GIS Technician	\$60-\$71
GIS Assistant	\$70-\$85
GIS Associate	\$81-\$95
Senior GIS Analyst	\$90-\$120
Principal Systems Analyst/DBA/Developer	\$105-\$130
Program Manager	\$116-\$140

Payment will be due within 45 days of invoice with invoices provided quarterly.

Curry County may opt to make payments in advance of services by requesting an advance invoice.

Cost Estimate for Services as Outlined Above:

Tasks	Hours	Cost
Mapping Application Transfer	40	\$4,000
Mapping Application on-going Maintenance		\$1,800
On-Call GIS Services	As requested	
Project-Based GIS Services	~20	\$2,000
Total	60	\$7,180

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.

If the dispute remains unresolved for thirty (30) days after a party is given written notice of the dispute, the parties may 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.

If the parties are unable to agree on an arbitration process within 10 business days after a party demands arbitration, either party may commence litigation in a court of competent jurisdiction.

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 the COUNTY'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 the COUNTY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and COUNTY 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:

DocuSigned by:
By: 
Brenda S. Wilson, Executive Director

Date: 12/16/2020

CURRY COUNTY:

By: 
Brad Rueckert, Director of County Operations

Date: 12/24/2020

Exhibit A

Scope of Work

Curry County requests that LCOG assist in assembling and formatting the jurisdiction's source address, parcel, and owner (APO) data for uploading to the Oregon Building Codes Division (OBCD) e-Permitting database used to track and report electrical, plumbing, and mechanical permits. LCOG will prepare an APO file to OBCD specifications and automate the process for regular updates as specified in this scope of work. After initial data upload, subsequent quarterly uploads will be at the request of the County.

Tasks

Following are the principal tasks (and estimated hours) for developing the APO file for uploading into State e-Permitting database by OBCD:

- 1) Prepare source data for initial upload (14 hrs)
- 2) Prepare data files for up to 3 additional (quarterly) uploads (4.5 hrs)
- 3) Communications and Billing

Deliverables from LCOG

APO files formatted for upload to State e-Permitting Accela database.

Deliverables from County

Source data for jurisdiction as specified by OBCD.

Exhibit B

LCOG Classifications and Average Hourly Billing Rates

Government Services

GIS Technician	\$61-\$70
GIS Assistant	\$70-\$81
Associate Planner/GIS Associate	\$81-\$101
Senior Planner/Senior GIS Analyst	\$90-\$125
Principal Planner/Principal Systems Analyst/DBA/Developer	\$107-\$130
Program Manager	\$112-\$140