

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 18-08-28-02

IN THE MATTER OF IN THE MATTER OF AN
INTERGOVERNMENTAL AGREEMENT (IGA)
WITH LANE COUNCIL OF GOVERNMENTS
AND DELEGATING SIGNING AUTHORITY
TO THE COUNTY ADMINISTRATOR FOR
THE REMAINING FY19 AGREEMENT FOR
TELECOM SYSTEM SUPPORT

WHEREAS, telephone service for the County has been provided since the 1980's by a consortium of local government entities; and

WHEREAS, the telephone consortium was managed by the Lane Council of Governments (LCOG); and

WHEREAS, the current telephone system has reached the end of its useful life and will not be serviced by the vendor; and

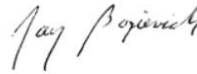
WHEREAS, Lane County will replace the previous telephone system with a new Voice Over Internet Protocol (VOIP) system in fiscal year 2019; and

WHEREAS, Lane County must maintain telephone service until the VOIP system is in place; and

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Accept and approves the attached Intergovernmental Agreement (IGA) with the Lane Council of Governments (LCOG) for telecom system support during fiscal year 2019 and delegating authority to the Lane County Administrator to sign the IGA.

ADOPTED this 28th day of August, 2018.



Jay Bozievich, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date

8/23/18

LANE COUNTY OFFICE OF LEGAL COUNSEL

**TELECOMMUNICATIONS SYSTEM MANAGEMENT AND SERVICE
INTERGOVERNMENTAL AGREEMENT**

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

AND: Lane County (COUNTY), a unit of local government of the State of Oregon

EFFECTIVE DATE: September 1, 2018 through December 31, 2018

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 current Legacy NEC telephone system will no longer be supported by NEC after December 31, 2018. The Parties have decided to pursue different replacement options and this Agreement is intended to maintain current phone services to the COUNTY until the replacement telephone system is in place as planned for January 1, 2019.
- D. The Parties agree that the resolution of the costs described below under 3a Consideration will be the subject of a separate agreement. [“Management Costs” “Sunk Costs”].
- E. Nothing in this Agreement is intended to alter the current agreements between the parties for Regional Technology Support (routing Lane County contract # 54044) and the Cooperative Project Agreement for Geographical Information Systems (GIS) and Regional Land Information Database (RLID) work (fully executed Lane County contract #54031).

AGREEMENT

- 1. **Duration.** This Agreement shall take effect on the Effective Date, set forth above, and terminate on December 31, 2018.
- 2. **Scope of Work.** LCOG will provide telecommunications system management and services to the COUNTY for the period September 1, 2018 through December 31, 2018, as described in Exhibit A (*Scope of Work*) and Exhibit B (*Catalog of Services, 2018-2019*), attached hereto.

3. **Consideration.**

a. COUNTY shall pay LCOG \$11,770.41 per month (or 1/12 of the annual \$141,245.00) for management and services, which will be billed after the end of the month and the COUNTY shall pay within 30 days. This amount is based on the annual fixed costs, as set forth in Exhibit C (*Budget Summary*), attached hereto.

b. COUNTY agrees to pay in addition to the amounts in subsection 3a. direct and pass through costs that are directly attributable to County and County's share of allocated maintenance and service charges, as set forth in Exhibit D (*Direct Charges*), attached hereto, and incorporated by reference as part of this Agreement.

4. **Contractual Rights.** COUNTY may benefit from any and all of LCOG's rights under its Maintenance and Requirements Contracts with third parties.

5. **Amendment.** 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 13.

For LCOG: Heidi Leyba

For COUNTY: Mike Finch

859 Willamette St., Suite 500
Eugene, OR 97401-2910
Ph: 541-682-4452

125 E 8th Ave
Eugene, OR 97401
Ph: 541-682-4232

7. **Records/Inspection.** COUNTY 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. Obligations of both parties under this provision are subject to limitation of the Oregon Tort Claims Act. Obligations of both the COUNTY and LCOG are subject to limitation of Article XI, Section 10, of the Oregon Constitution.

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 agree in writing to submit the dispute to binding 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.
- e. The arbitrator will be selected using the rules of the Lane County Circuit Court.

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. **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.

12. **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.

13. **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.

14. **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.

15. **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. This Agreement may be changed upon the execution of amendments to the Agreement approved by LCOG and COUNTY.

LANE COUNCIL OF GOVERNMENTS

LANE COUNTY

Brendalee Wilson
Executive Director

Steve Mokrohisky
County Administrator

Date: _____

Date: _____

EXHIBIT A
Scope of Work

I. System Administration

1. Establish policies, procedures, and performance standards to assure efficient and effective telecommunications operations and services for the legacy NEC Shared System
2. Analyze systems and assess cost effective alternate methods for providing telecommunications services
3. Provide end user training
4. Budget and allocate costs among system users; monitor budget
5. Determine rates

II. Contract Management

1. Manage procurement process for vendors, services, and equipment
2. Negotiate contracts
3. Monitor contract performance
4. Ongoing communications with contractors

III. Network Management

1. Manage billing for telephone system customers as well as vendors and contractors
2. The Legacy NEC system will no longer be supported by NEC after December 31, 2018 and some component parts of the system, including the voice mail system, are at end of life and not supported currently; therefore, ongoing system function will be dependent on vendor support capability. COUNTY acknowledges that LCOG and its contractors may not be able to continue to provide support beyond December 31, 2018, and if they can, the cost of such services will likely increase significantly.

EXHIBIT B
Service Catalog - Telephone Services Program

	Services currently in use by LC
System Backups	X
Routine Scheduled Maintenance	X
Monthly Call Summaries to Departments	X
Verification of Technician Certification	X
Support for voicemail system	X
Full support for MAC (Moves, Adds, Changes)	X
End user support for phones	X
System Maintenance	X
24/7 Support	X
Telecom System Coordinator Resource	X
Support for 4 Digit Dialing (where possible)	X
Call Accounting	X
Telco Billing	X
Provide user training for telephones, voicemail and other tools	X
Manage long distance service	X
Resolve trouble calls and system problems	X
Provide assistance to vendor partners in troubleshooting system problems	X
Administer changes	X
Verify telephone company billings	X
NEC Hardware/Software Maintenance	X
Physical Copper QSIG Support	X
Host Asset & Billing Solution (ComView)	X
Maintain Help Desk SysAid Ticketing System for Phone system	X
Phone system asset control	X
Management of Assigned Telecom Coordinators	X
Monitoring and Reports	X
Handle call records requests	X
Conference Bridge Management	X
Paging Design and Support	X
Analog system support and maintenance	X
System Holidays Management	X
Support and Management of Cordless phones	X
Traffic reports	X
Business Continuation Routing (BCR)	X

EXHIBIT C
Budget Summary 2018-19

I. Background Information

verbal confirmation of his i In this budget, formulas are used to allocate the costs for personnel services, including indirect, based upon estimates of time spent by LCOG staff with each agency. Each agency demands different amounts of staff time. The Shared System involves extensive end user contact and greater responsibility for bill allocation and payment.

II. Telecom Management and Maintenance Budget

<u>Budget Categories</u>	<u>Amount</u>
 <u>Personnel Services</u>	
Program Manager	11,962.00
Principal Telecommunications Systems Analyst	64,256.00
Telecom Call Accounting Specialist	17,323.00
Principal Systems Analyst	13,762.00
Sr. Financial Analyst	4,972.00
<u>Indirect</u>	<u>68,382.00</u>
<i>Subtotal</i>	180,657.00
 <u>Materials and Services</u>	
Lane County Technology Services (Equip., Maint., Leased Space)	30,000.00
Call Accounting & Systems Mgmt. Software Maint.	17,100.00*
Travel	1,000.00
Telephone	1,800.00
<u>Misc Program Expense</u>	<u>10,000.00</u>
<i>Subtotal</i>	59,900.00
 <i>Total</i>	 240,557.00

* Includes annual Software Assurance and ComView charges.

III. Annual Allocations

<u>Member</u>	<u>Allocation 2015-2016</u>	<u>Allocation 2016-2017</u>	<u>Allocation 2017-2018</u>	<u>Allocation 2018-2019</u>
Benton County	\$ 25,712	\$ 25,712	\$ -	\$ -
City of Coburg	\$ -	\$ -	\$ -	\$ 1,091
City of Corvallis	\$ 24,373	\$ 24,373	\$ 24,373	\$ 17,898
City of Eugene	\$ 5,000	\$ 2,500	\$ 550	\$ -
City of Springfield	\$ 14,171	\$ 14,171	\$ 14,171	\$ 10,406
Eugene 4J	\$ 18,218	\$ 18,218	\$ 18,218	\$ 13,378
Eugene Science Center	\$ -	\$ -	\$ -	\$ 623
Homes For Good	\$ -	\$ -	\$ -	\$ 8,102
LCC	\$ 6,829	\$ 6,829	\$ 6,829	\$ 5,015
Lane County	\$ 166,778	\$ 166,778	\$ 166,778	\$ 141,245
LC Historical Museum	\$ -	\$ -	\$ -	\$ 777
Lane ESD	\$ 5,481	\$ 5,481	\$ 5,481	\$ 4,025
Lane Transit District	\$ 2,400	\$ 2,400	\$ -	\$ -
LCOG	\$ 18,228	\$ 18,228	\$ 18,228	\$ 22,049
LRIG	\$ -	\$ -	\$ -	\$ 289
Oregon Judicial Dept.	\$ 16,853	\$ 16,853	\$ 16,853	\$ 15,659
Other Agencies	\$ 23,544	\$ 23,544	\$ 23,544	\$ -
<u>LCOG System Subsidy</u>	<u>\$ -</u>	<u>\$ 2,500</u>	<u>\$ 32,562</u>	<u>\$ -</u>
Total	\$ 327,587	\$ 327,587	\$ 327,587	\$ 240,557

EXHIBIT D
Direct Charges

1. LCOG will separately bill the COUNTY for all direct charges which include line maintenance and management charges, long distance charges, and one-time charges, which would include equipment purchases, work orders, service charges, one-time third party charges. These charges are applied to each Lane County user extension based on direct record of use as provided by the call accounting system and will be billed on a monthly basis. These charges average about \$48,500 per month. COUNTY agrees to pay the invoice within 30 days of receipt of the invoice.
2. Lane County's portion of the LCOG contract with Black Box will be charged to the COUNTY on a monthly basis, prorated by the number of extensions, and included in the monthly per extension rate. The estimated total cost per month is \$7,371, and is included in the charges under paragraph 1, above.
3. Lane County understands that Black Box requires a 30-day notice to Terminate Lane County's participation in the Black Box maintenance contract. Lane County also understands that in order to disconnect Lane County, Black Box will need 30 days past the termination date to complete the work to remove Lane County's participation from the system. LCOG shall provide a separate invoice for this charge, which is estimated to be \$7,371.