

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY,  
OREGON

ORDER NO.

11-11-30-10

) IN THE MATTER OF DELEGATING AUTHORITY  
) TO THE COUNTY ADMINISTRATOR TO EXECUTE  
) INTERGOVERNMENTAL AGREEMENT BETWEEN  
) LANE COUNCIL OF GOVERNMENTS AND LANE  
) COUNTY IN THE AMOUNT OF \$112,205  
) FOR THE COMMUNITY EMERGENCY  
) NOTIFICATION SYSTEM (CENS) AND RELATED  
) CONTRACT ADMINISTRATION

**WHEREAS**, the Lane County Sheriff's Office, through its Emergency Management Program, desires to partner with the Lane Council of Governments in contract administration of a Community Emergency Notification System, and

**WHEREAS**, Lane Manual 21.145(1)(b) requires Board of Commissioner approval for execution of an agreement with a value greater than \$100,000, and

**WHEREAS**, the Intergovernmental Agreement has a value of \$112,205.

**IT IS HEREBY ORDERED** that the Board of County Commissioners delegate the authority to the County Administrator to execute the Intergovernmental Agreement between Lane Council of Governments and Lane County, in substantial conformity to the attached Exhibit A.

Adopted this 30th day of November, 2011.

  
\_\_\_\_\_  
Chair, Lane County Board of Commissioners

APPROVED AS TO FORM

Date 11-22-11 Lane County

  
\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

**Exhibit A**  
**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, entered into by and between Lane Council of Governments, an organization of governments within Lane County, Oregon, hereinafter referred to as LCOG, and Lane County through the Sheriff's Office Emergency Management Program, hereinafter referred to as COUNTY.

**RECITALS**

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform; and

WHEREAS, COUNTY desires to partner with LCOG in contract administration of a Community Emergency Notification System, hereinafter referred to as CENS, at an annual cost to COUNTY of \$37,000 for year one, \$37,402 for year two and \$37,804 for year three for a total of \$112,205.40 over three calendar years delineated as follows annually:

- a) \$12,000 for year one, \$12,401.80 for year two and \$12,803.60 for year three for LCOG contract administration; and
- b) \$25,000 per calendar year for CENS vendor, Twenty First Century, that has a contract with LCOG;

WHEREAS, LCOG has personnel capable of contract administration for CENS. NOW, THEREFORE, it is agreed that

1. LCOG shall provide CENS coordination services as outlined in Attachment A.
2. COUNTY shall pay LCOG upon receipt of annual invoices for a) LCOG contract administration and b) CENS vendor costs. Total costs for three calendar years will be \$112,205.40. Annual invoices will total:
  - a) \$12,000 for year one, \$12,401.80 for year two and \$12,803.60 for year three for LCOG contract administration; and
  - b) \$25,000 per calendar year for CENS vendor costs.
3. COUNTY shall pay LCOG upon receipt of annual invoices issued January 2012, January 2013, and January 2014.
4. Each party working under this agreement is 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 are employers that are exempt under ORS 656.126. Each party is also an independent contractor for purposes of the Oregon Worker's Compensation Law (ORS Chapter 676) and is solely liable for any Worker's Compensation coverage under this agreement.

**LANE MANUAL**

1. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are incorporated by this reference as if fully set forth.

**INDEMNITY**

1. Each of the parties hereto agrees to indemnify and save the other harmless from any claim, liability, or damage resulting from any error, omission, or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of its responsibilities under this agreement. Obligations of both parties under this provision are subject to limitation of the Oregon Tort Claims Act. Obligations of COUNTY under this provision are also subject to limitation of Article XI, Section 10, of the Oregon Constitution.
2. 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 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 award rendered by the arbitrator may be entered in a court in Lane County, Oregon.

**TERM AND TERMINATION**

1. This agreement shall be effective January 1, 2012 and shall continue in force through December 31, 2014.
2. This agreement may be terminated by either party upon 30 (thirty) days written notice to the other, for any reason. Upon the receipt of notice of termination, the parties shall commence negotiations as to the equitable disposition of the improvements made and any outstanding fees and revenues.

**AMENDMENTS**

1. No amendment to this agreement shall be effective unless made in writing and signed by both parties.

**LANE COUNCIL OF GOVERNMENTS**

**LANE COUNTY**

\_\_\_\_\_  
George Kloeppe  
Executive Director

\_\_\_\_\_  
Liane Richardson  
County Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**LCOG CENS Contract Administration (November 2011)**

- Schedule and facilitate up to eight meetings annually; prepare and distribute meeting agendas with items proposed by partners; document and assign action and/or follow-up items to partners.
- Maintain Partners e-mail distribution list
- Review and pay monthly vendor bills; maintain spreadsheet of monthly charges; follow-up if issues with billing.
- Assist with developing up to 3 event pre-plans (including mapping) and operating procedures / protocol for incident commanders and communications personnel.
- Prepare and distribute annual vendor and LCOG invoices to Lane County
- Serve as initial point of contact for local telephone companies as needed on issues, questions, etc.
- Serve as Initial point of contact for vendor as needed on launch issues
- Prepare GIS-based maps as requested
- Orient and coordinate with new vendor as needed