

INTERGOVERNMENTAL AGREEMENT FOR ASCEND/PROVAL SOFTWARE SUPPORT

A. Purpose:

This Agreement is entered into between Lane County and Yamhill County. Lane County and Yamhill County (collectively, the "Parties") are each political subdivisions of the State of Oregon and units of local government as defined by ORS 190.003. Lane County and Yamhill County have entered into this Agreement for the purpose of collaborating in the support and development of the automated assessment and taxation systems.

B. Recitals:

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments 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, Lane County and Yamhill County have the authority to perform the functions and activities set forth in the Agreement, and

WHEREAS, Yamhill County is developing their agency business practices around the Ascend/ProVal Software system functions and data, and

WHEREAS, there is a need to examine, plan and cooperate in business and governance changes in the context of using shared, standardized systems and support, and

WHEREAS, the shared, standardized support of the automated taxation systems will deliver significant operational and cost efficiencies, and

WHEREAS, Lane County has experience providing shared, standardized support and has experience supporting Ascend/ProVal Software,

C. Now therefore, Yamhill County and Lane County agree as follows:

1. Yamhill County will provide funding and other resources in accordance with the attached Statement of Work (SOW).
2. Lane County will provide services in accordance with the attached SOW.
3. Yamhill County agrees to provide all computing infrastructure and software licenses required to operate the Ascend/ProVal software. Yamhill County also agrees to provide remote connectivity to this infrastructure for Lane County staff in a manner mutually agreeable to Lane County and Yamhill County.
4. Lane County Information Services will be responsible for:
 - Development and management of this Agreement.
 - Development and management of a mutually acceptable Service Level Agreement between Yamhill County and Lane County defining the specific responsibilities of each.

- Providing agreed upon Lane County personnel and resources.

D. Term & Termination:

This Agreement is effective when signed by both Lane and Yamhill County and expires on June 30, 2017 unless extended by written mutual agreement.

This Agreement may be terminated by either party by providing not less than thirty days written notice to the other party.

In the event of termination, Yamhill County must pay to Lane County all amounts that have actually accrued or which are owing to Lane County as of the effective date of termination in accordance with the schedules in this Agreement. Lane County must reimburse Yamhill County for any advance payments for services not rendered. Each of the parties is responsible for performing its obligations up to the date of termination, delivery of all software, products, equipment, and services

E. Dispute Resolution:

The Parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

F. Indemnification:

Yamhill County and Lane County are each responsible for their own acts, and the acts of their respective employees, agents, officers, and elected officials. Yamhill County is responsible for Ascend/ProVal decisions and actions implementing those decisions, subject to applicable legal limitations.

In taking this responsibility and providing the services specified in this Agreement (and any associated services) all Parties are public bodies and maintain their public body status as specified in ORS 30.260. All Parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.300) and Article XI, Section 10 of the Oregon Constitution and any and all other statutory rights granted as a result of their status as local public bodies.

G. No Warranty:

Data and programs supplied by Lane County to Yamhill County are provided on an “as is” basis. Lane County expressly disclaims any warranty or responsibility, express or implied, as to the accuracy, currency, or completeness of any data or programs supplied. Lane County has no responsibility to Yamhill County for any failure of any hardware or software acquired by Yamhill County, or for future incompatibility in any such hardware or software resulting from any hardware or software change or redesign undertaken by Lane County.

H. Amendments:

This Agreement may be modified or extended by written agreement signed by all Parties. Such an amendment is effective when signed by all Parties.

I. Waiver:

The failure of any party to enforce any provision of this Agreement does not waive that or any other provision.

J. Force Majeure:

Neither Yamhill County nor Lane County are responsible for delay or default caused in part or in full by reasons beyond the party's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy), unavailability or scarcity of materials, war, riot, civil insurrection, accidents, acts of God or nature, and governmental preemption in connection with a national emergency. The Parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

K. Merger

This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement binds any party unless in writing and signed by all Parties. Such waiver, consent, modification, or change, if made, is effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Parties, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

L. Attorney Fees

In the event of legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions under this Agreement, each party shall pay their own attorney's fees and costs incurred in the suit or action, including investigation costs, expert witness fees and all costs of depositions.

M. Confidentiality. The parties acknowledge that either party, in the course of performance under this Agreement, may be exposed to or acquire information that is the confidential information of the other. Any and all information provided by one party to the other and marked confidential, or information identified as confidential in a separate writing, that becomes available to the receiving party in the performance of this Agreement shall be deemed to be confidential information of the party furnishing the information ("Confidential Information"). Any reports or other documents or items, including software, that result from either party's use of the Confidential Information are also deemed Confidential Information. Each party agrees to hold Confidential Information in strict confidence, using at least the same degree of care that the party uses in maintaining the confidentiality of its own own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. The parties agree that, upon termination of this Agreement or at the request of the other party, each party will turn over to the other all documents, papers and other matter in the receiving party's possession that embody Confidential Information. The provisions of the foregoing notwithstanding, each party understands and acknowledges that all records held by the other are public records and subject to public disclosure unless a statutory exemption applies, and agrees that the party receiving Confidential Information shall have no liability for the disclosure of such Confidential Information in response to a public records request where such disclosure is required by court or District Attorney Order, or by the party's good faith interpretation of its statutory requirements.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Lane County

See next page
Steve Mokrohisky, County Administrator _____ Date _____

APPROVED AS TO FORM

Date _____ Lane County

OFFICE OF LEGAL COUNSEL

Yamhill County

Mary Starrett Date 9-22-16
Mary Starrett, Chairman
Yamhill County Board of Commissioners

Stan Primozich Date 9-27-16
Stan Primozich, Vice-Chairman
Yamhill County Board of Commissioners

Allen Springer Date 9-22-16
Allen Springer, Commissioner
Yamhill County Board of Commissioners

APPROVED AS TO FORM

By: Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 9/27/16

Accepted by Yamhill County
Board of Commissioners on
9-22-16 by Board Order
16-382

Lane County

mil bil

Digitally signed by Michael B. Finch
DN: cn=Michael B. Finch, o=Lane County Information
Services, ou=email:michael.finch@co.lane.or.us, c=US
Date: 2016.10.06 08:10:09 -0700

Delegate

10/6/2016

Steve Mokrohisky, County Administrator

Date

APPROVED AS TO FORM

Chaney

Digitally signed by James Chaney
DN: cn=James Chaney, o=Lane County,
ou=Assistant County Counsel,
email=james.chaney@co.lane.or.us, c=US
Date: 2016.10.05 15:24:57 -0700

OFFICE OF LEGAL COUNSEL

Yamhill County

Mary Starrett Date 9-22-16
Mary Starrett, Chairman
Yamhill County Board of Commissioners

Stan Primozich Date 9-27-16
Stan Primozich, Vice-Chairman
Yamhill County Board of Commissioners

Allen Springer Date 9-22-16
Allen Springer, Commissioner
Yamhill County Board of Commissioners

APPROVED AS TO FORM

By: *Christian Boenisch*

CHRISTIAN BOENISCH
County Counsel

Date: 9/27/16

Accepted by Yamhill County
Board of Commissioners on

9-22-16 by Board Order

16-382

Attachment A Statement of Work

1. Payment:

Yamhill County agrees to pay to Lane County \$27,000 in exchange for the services described in this Statement of Work (SOW):

Payment will be due in twelve monthly installments beginning in July, 2016.

Payment will be due within 45 days of a properly submitted invoice with invoices provided monthly.

2. Services:

Lane County agrees to provide services to Yamhill County as follows:

Start-up activities:

- Set up VPN tunnel.
- Ensure sufficient storage for database backups and determine retention requirements.
- Setting up and configuring processes that will help facilitate Ascend/ProVal core services listed below.

Ascend/ProVal Core Services:

Tax Certification & State Mandated Deliverables

- June 30th Report
 - Complex Scripting
 - Generate Documents
 - Balancing
- Tax Roll Processing
 - Pre-Checks
 - Balancing (Before and After)
- Tax Statements
 - Pre-Checks
 - Balancing
 - Tax Statement Generation
 - Overall Troubleshooting
- SAL Reports
 - Pre-Checks
 - Extensive Balancing
 - SAL Reports Generation
 - Overall Troubleshooting

Software Support

- Install Ascend & ProVal on workstations
- Ascend & ProVal Troubleshooting
- Minor Patching and Updates of Ascend & ProVal

Database Administration

- Daily Monitoring of Disk Space, Log Files, SQL Server/Services, Issues, Failed Logins, etc.
- Database Backups
 - Certified and Fiscal Year End
 - Daily backups to each county's servers
- Refresh of Production Data to Test System

Reporting

- Modify Custom Reports
- Generate New Reports as Requested

Miscellaneous

- Basic Support of Assessment & Taxation Processes
- Custom SQL Statements

Remote Access. Yamhill County agrees to provide remote connectivity to its infrastructure for Lane County personnel as deemed necessary by Yamhill County I.T. Remote Access design, security and duration of access to the infrastructure will be granted and administered at the sole reasonable discretion of Yamhill County I.T. Yamhill acknowledges that LCIS is not liable for its commitments to support services in instances where connectivity is delayed or restricted and the lack of connectivity impacts the ability of LCIS to provide support.

In no event will services be provided that require more than 300 hours during the fiscal year, including overhead hours such as vacation and sick time. Overhead hours will be applied to worked hours at a rate equal to the average Lane County Applications Division overhead rate.

Services Available for Additional Fee:

The following services are not included in the core Ascend/ProVal support services listed above, but are available for an additional fee.

Database Backups and Disaster Recovery Preparation:

Lane County will back up your databases to Lane County servers daily and complete Disaster Recovery Preparation tasks outlined below. Please note that this service does not include actual disaster recovery activities. The cost for database backups and disaster recovery preparation is **\$500 per month or \$6,000 annually**.

Disaster Recovery Preparation Tasks Include:

- Scripted (Daily) SQL Server database backups stored locally on the server, with at least two days kept resident locally at all times.

- Perform annual database consistency checks on all system and user database backups and verify their ability to be restored.
- Disk storage monitoring to prevent unexpected system shutdowns caused by running out of space.
- Compress and verify these backup files and send them to a separate storage location (not in the same server or SAN - in case of a SAN system failure) for longer term storage with at least two weeks of availability on hand. If that is not available or undesirable then allow us to copy those backups to our storage location and manage them in a similar fashion.
- Make copies of the Tax Year “Certified” backups and permanently keep them locally on the SQL Server and another storage location as discussed in the previous item.
- Script out all of the SQL Server configuration items and security settings and manage them in the same way as the backups are described above.
- Keep all passwords used by the system and the support staff in a password safe on our site that is also backed up to tape regularly.
- Keep all network configurations for our support VPN access documented and also backed up to tape regularly.
- Monitor daily all security and database changes made and update the affected parties so all documentation is kept current.

Miscellaneous Services:

Disaster recovery activities (i.e. database and SQL Server recovery) and all other activities not included as core IGA services, server hosting, or database backups and disaster recovery preparation will be billed out at the hourly rate of **\$95 per hour**. Miscellaneous services other than disaster recovery activities are subject to Lane County resource availability.

Attachment B

Service Level Agreement

Purpose:

The purpose of this Service Level Agreement is to describe Lane County's and the Partners' respective responsibilities for Ascend/ProVal software support.

1. Service Level Essentials

1.1 Product/Systems Supported

- Services described in Attachment A of this Agreement.

1.2 Customer Locations

- Yamhill County
535 NE 5th Street, Room 42
McMinnville, Oregon 97128

1.3 Hours of Support

Describes the standard hours of support Customer can expect from Lane County Information Services (LCIS)

- Support will be provided by LCIS during Standard Business Hours; Monday through Friday – 8:00 am to 5:00 pm.
- Support will be provided by LCIS during other hours on request. LCIS reserves the right to require 10 days' notice for changes in schedule that are non-emergency.
- It is anticipated that Customer and LCIS will work collaboratively during any critical periods to schedule needed coverage.

1.4 Scheduled Maintenance Windows

Software and hardware maintenance may require periodic system downtime to correct problems or install new versions. The window during which this maintenance will be performed is described below

- Anytime outside of standard business hours with two business days advance notice.
- Downtime to correct critical security and/or virus issues will occur "on demand" as determined by LCIS or Customer.
- Any other time that is mutually agreed upon.

1.5 Problem Reporting Process

Describes the customer's process for reporting problems

1. Contact and review issue with local "Super User" (see below for list of Super Users) who will determine whether LCIS should be contacted.

2. If LCIS is to be contacted, Super User contacts the appropriate LCIS Analyst first and if not available, contacts LCIS Management (see below for list of LCIS Analysts and Management).
3. Contact LCIS Service Desk when analyst and manager are not available and issue cannot wait. Service Desk will locate analysts or contact LCIS management in the event of an immediate problem.

1.6 Contact Information

- LCIS Service Desk:
 - Staffed 8:00 to 5:00; Monday through Friday; (541) 682-6789
- Customer Super User(s):
 - Yamhill County: Scott Maytubby, Derrick Wharff & Shane Hoffman
- Customer Management:
 - Yamhill County Assessor / Tax Collector: Scott Maytubby.....(503) 434-7521
- LCIS Analysts:
 - Ascend/ProVal Support: John Logan, (541) 682-3843, LCISATAS@co.lane.or.us
 - Database Support: Brad Carpenter, (541) 682-4293, LCISDBA@co.lane.or.us
- LCIS Management:
 - Contract Support:
 - Melissa Crane, GIS Manager, (541) 682-6950
 - Melissa.Crane@co.lane.or.us
 - Assessment & Taxation Programming Support:
 - Brad Welch, Business Applications Manager, (541) 682-4117
 - Brad.Welch@co.lane.or.us
 - Database Administration:
 - Lorren Blythe, Enterprise Applications Manager, (541) 682-6717
 - Lorren.Blythe@co.lane.or.us

2. LCIS Responsibilities

2.1 Business Responsibilities

Describes the responsibilities that LCIS has for the day-to-day operation of the product/system listed under 1.1, Service Level Essentials

- Provide a single point of contact for emergency issues, the LCIS Service Desk.
- Provide support analysts.
- Provide Ascend/ProVal software support as described in Attachment A.
- Provide advance notice to customer of any software or hardware maintenance in accordance with section 1.4, Scheduled Maintenance Windows.
- Represent information technology issues to appropriate software vendors and obtain technical support from vendors as needed.

2.2 Problem Resolution

Describes the assistance provided by LCIS to resolve Customer Issues

- Analyst support, by telephone, for issues related to Ascend/ProVal support.
- Service Desk assistance, by telephone, during standard business hours for any emergency Customer questions/issues where the appropriate analyst can't be reached.

2.3 Database Administration and Backup/Recovery

Describes LCIS' responsibilities for infrastructure, application, and data backup

- LCIS will be responsible for maintaining server hardware, bandwidth, software, and other related infrastructure needed to provide services listed in Attachment A. If Yamhill takes on the Database Administration services listed in Attachment A, LCIS cannot be held liable for the loss of any data or database recovery activities. Yamhill will assume liability for services and activities they conduct internally.
- LCIS will backup any files stored on Lane County servers, but Customer is responsible for maintaining all original, source, and copies of data unless LCIS is contracted to provide backup services for an additional fee.
- LCIS is not responsible for restoring SQL Server and its associated database backups unless the Database Backups and Disaster Recovery Preparation service is purchased for an additional fee. If LCIS is not providing Disaster Recovery Preparation services, Lane County cannot be held responsible for disaster recovery activities conducted outside of LCIS.

2.4 Training

Describes any training to be provided by LCIS for the product/system described under 1.1, Service Level Essentials

- Lane County will not provide any training under this agreement.

2.5 Documentation

Describes the types of documentation to be provided by LCIS

- Creation & maintenance of basic support documents, such as Ascend data dictionary and table definitions, responsibility matrix, issues log, etc.

3. Customer Responsibilities

3.1 Business Responsibilities

Describes the responsibilities that the Customer has for the day-to-day operation of the product/system described in section 1.1

- Access to up-to-date data via remote VPN connection.
- Maintenance of end-user hardware and infrastructure as well as related software licensing.
- Prompt reporting of problems and concerns and provision of supporting information. Collaboration with LCIS to resolve issues.

3.2 Problem Resolution

Describes the processes followed by the customer to resolve issues

- “Super User(s)” serve as first line of defense for any issues associated with services outlined in Attachment A.
 - “Super User” will try and resolve issue before calling LCIS Analyst or Management.
 - “Super User” will assist LCIS staff as needed for resolution of technical problems.

3.3 Backup/Restores

Describes Customer’s responsibilities for data backup and recovery; describes related processes.

- Responsible for all backups/restores necessary to preserve source data in the event of system failure or site disaster unless jurisdiction contracts with LCIS for Database Backups and Disaster Recovery Preparation services purchased for an additional fee. If Yamhill takes on the Database Administration services listed in Attachment A, LCIS cannot be held liable for the loss of any data or database recovery activities. Yamhill will assume liability for services and activities they conduct internally.

3.4 Training

Describes Customer responsibility for training related to Ascend/ProVal support described under 1.1, Service Level Essentials

- All end-user and public training on the use of Ascend/ProVal and related products.
- Creation & maintenance of all training documents other than base documents provided by LCIS described under 2.4 above.

3.5 Documentation

Describes the customer's responsibility for documentation

- Creation of any documentation needed for jurisdiction specific processes or any other documents not provided by LCIS described under 2.5 above.

3.6 Remote Access. Yamhill County agrees to provide remote connectivity to its infrastructure for Lane County personnel as deemed necessary by Yamhill County I.T. Remote Access design, security and duration of access to the infrastructure will be granted and administered at the sole reasonable discretion of Yamhill County I.T. Yamhill acknowledges that LCIS is not liable for its commitments to support services in instances where connectivity is delayed or restricted and the lack of connectivity impacts the ability of LCIS to provide support..