

INTERGOVERNMENTAL AGREEMENT FOR ASCEND/PROVAL SOFTWARE SUPPORT

This Agreement is entered into between Lane County, acting through its Department of Technology Services, and Yamhill County, each a political subdivision of the State of Oregon, for the purpose of collaborating in the support and development of the Yamhill County's automated assessment and taxation systems. In this Agreement, Yamhill County and Lane County, collectively, constitute the "Parties".

RECITALS

1. ORS 190.003 and 190.010 provide that units of local government, including counties, may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agencies, have authority to perform.
2. Lane County and Yamhill County have the authority to perform the functions and activities set forth in the Agreement.
3. The Yamhill County has developed its agency business practices around the Ascend/ProVal Software system functions and data.
4. There is a need to examine, plan and cooperate in business and governance changes that make sense to all in the context of using shared, standardized systems and support.
5. The shared, standardized support of the automated taxation systems will deliver significant operational and cost efficiencies.
6. Lane County has experience providing shared, standardized support and has experience supporting Ascend/ProVal Software.

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

A. Responsibilities of the Parties:

1. Yamhill County Responsibilities:
 - a. Yamhill County will provide funding and other resources in accordance with the attached Statement of Work (SOW).
 - b. 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.
2. Lane County Responsibilities:
 - a. Lane County will provide services in accordance with the attached SOW.
 - b. Lane County will be responsible for:
 - i. Development and management of this Agreement.
 - ii. Development and management of a mutually acceptable Service Level Agreement between Yamhill County and Lane County defining the specific responsibilities of each.
 - iii. Providing agreed upon Lane County personnel and resources.

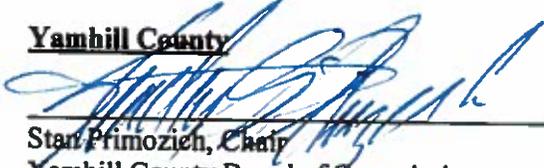
B. Term & Termination:

1. This Agreement is effective July 1, 2017 and expires on June 30, 2018 unless extended by written mutual agreement.
2. Participation in this Agreement may be terminated, for any reason, by Lane County or by Yamhill County, by written notice given to the other party not later than December 31st of each calendar year, such termination to commence July 1st of the following calendar year.

3. In the event of termination, Yamhill County must pay to Lane County all amounts that have actually accrued or are owing to Lane County as of the effective date of the termination in accordance with the SOW, and Lane County must reimburse Yamhill County for any advance payments for services not rendered.
- C. **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.
 - D. **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. The 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.
 - E. **No Warranty.** Data and programs supplied by Lane 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 the 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.
 - F. **Amendments.** This Agreement may be modified or extended by written agreement signed by the Parties, which shall be effective when signed by all Parties.
 - G. **Waiver.** The failure of any of the Parties to enforce any provision of this Agreement does not waive that or any other provision.
 - H. **Force Majeure.** Neither the Yamhill County nor Lane County are responsible for delay or default caused in part or in full by reasons beyond that 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.
 - I. **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.

- J. Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- K. 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.
- L. Confidentiality.** Lane County acknowledges that Lane County may, in the course of performance under this Agreement, be exposed to or acquire information that is the confidential information of Yamhill County. Any and all information provided by Yamhill County and marked confidential, or information identified as confidential in a separate writing, that becomes available to Lane County in the performance of this Agreement shall be deemed to be confidential information of Yamhill County ("Confidential Information"). Any reports or other documents or items, including software, that result from Lane County's use of the Confidential Information are also deemed Confidential Information. Lane County agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Lane County uses in maintaining the confidentiality of Lane County's 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. Lane County agrees that, upon termination of this Agreement or at Yamhill County's request, Lane County will turn over to Yamhill County all documents, papers and other matter in Lane County's possession that embody Confidential Information.

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.

Yamhill County

 Stan Primoziach, Chair
 Yamhill County Board of Commissioners

6-8-17
 Date


 Mary Starrett, Vice-Chair
 Yamhill County Board of Commissioners

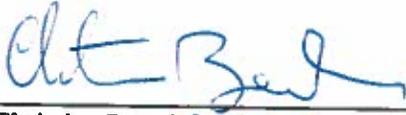
6-8-17
 Date


 Richard L. Olson, Commissioner
 Yamhill County Board of Commissioners

6-8-17
 Date

Accepted by Yamhill County
 Board of Commissioners on
6-8-17 by Board Order
 # 17-190

APPROVED AS TO FORM



Christian Boenisch, County Counsel

6/9/17

Lane County

Delegate

Steve Mokrohisky, County Administrator

6/22/2017

Date

Attachment A

Statement of Work

1. Payment:

Yamhill County agrees to pay to Lane County \$25,000 in exchange for the services described in this Statement of Work (SOW):

Payment will be due in twelve monthly installments beginning in July, 2017.

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.
- Setting up and configuring processes that will help facilitate Ascend/ProVal core services listed below.
- Only as requested by Yamhill: Ensure sufficient storage for database backups and determine retention requirements. Yamhill Information Technology (I.T.) will handle database backups unless it instructs Lane County otherwise.

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

Reporting

- Modify Custom Reports
- Generate New Reports as Requested

Miscellaneous

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

Database Administration (Only as Requested by Yamhill: Yamhill I.T. will handle database administration unless it instructs Lane County otherwise)

- 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

Remote Access:

Yamhill County agrees to provide remote connectivity to its infrastructure for Lane County staff, in a manner mutually agreeable to Lane County and Yamhill County. 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 Lane County 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 Lane County to provide support.

In no event will services be provided that require more than 2,080 hours during the fiscal year, including overhead hours such as vacation and sick time. The maximum 2,080 hours includes services provided to the other five Ascend/ProVal support counties (Crook, Gilliam, Lake, Wasco, and Wheeler) under a separate agreement. 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 Yamhill County's 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

- Support will be provided by Lane County during Standard Business Hours; Monday through Friday – 8:00 am to 5:00 pm.
- Support will be provided by Lane County during other hours on request. Lane County reserves the right to require 10 days' notice for changes in schedule that are non-emergency.
- It is anticipated that Customer and Lane County 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 Lane County 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 Lane County should be contacted.
2. If Lane County is to be contacted, Super User contacts the appropriate Lane County Analyst first and if not available, contacts Lane County Management (see below for list of Lane County Analysts and Management).

3. Contact Lane County Service Desk when analyst and manager are not available and issue cannot wait. Service Desk will locate analysts or contact Lane County management in the event of an immediate problem.

1.6 Contact Information

- LANE COUNTY Service Desk:
 - Staffed 8:00 to 5:00; Monday through Friday; (541) 682-6789
- Customer Super User(s):
 - Yamhill County: Derrick Wharff & Shane Hoffman
- Customer Management:
 - Yamhill County Assessor / Tax Collector: Derrick Wharff(503) 434-7521
- LANE COUNTY Analysts:
 - Ascend/ProVal Support: John Logan, (541) 682-3843, LANE.COUNTYATAS@co.lane.or.us
 - Database Support: Brad Carpenter, (541) 682-4293, LANE.COUNTYDBA@co.lane.or.us
- LANE COUNTY 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. LANE COUNTY Responsibilities

2.1 Business Responsibilities

Describes the responsibilities that Lane County 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 Lane County 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 Lane County 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 Lane County's responsibilities for infrastructure, application, and data backup

- Lane County will be responsible for maintaining server hardware, bandwidth, software, and other related infrastructure needed to provide services listed in Attachment A. If Yamhill handles the Database Administration services listed in Attachment A, Lane County 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.
- Lane County will backup any files stored on Lane County servers, but Customer is responsible for maintaining all original, source, and copies of data unless Lane County is contracted to provide backup services for an additional fee.
- Lane County 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 Lane County is not providing Disaster Recovery Preparation services, Lane County cannot be held responsible for disaster recovery activities conducted outside of Lane County.

2.4 Training

Describes any training to be provided by Lane County 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 Lane County

- 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 Lane County 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 Lane County Analyst or Management.
 - “Super User” will assist Lane County 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 Lane County for Database Backups and Disaster Recovery Preparation services purchased for an additional fee. If Yamhill handles the Database Administration services listed in Attachment A, Lane County 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 Lane County 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 Lane County described under 2.5 above.

3.6 Remote Access

Yamhill County agrees to provide remote connectivity to its infrastructure for Lane County staff, in a manner mutually agreeable to Lane County and Yamhill County. 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 Lane County 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 Lane County to provide support.