

INTERGOVERNMENTAL AGREEMENT
Between
OREGON CASCADES WEST COUNCIL OF GOVERNMENTS
(OCWCOG)
and
City of Newport
For
Resiliency and Recovery Funding

This Agreement is made and entered into upon execution by and between Newport, a municipal corporation of the State of Oregon, hereinafter known as Newport, and Oregon Cascades West Council of Governments, hereinafter known as OCWCOG, Oregon 190.010 intergovernmental agencies.

Recitals

- A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.
- B. Newport has the need of funding to assist with an Online Multi-Organizational Strategic Plan Viewer to improve Newport's overall economic vibrancy.
- C. OCWCOG has staff with the proper credentials, licensing and experience to provide such services.

THEREFORE, the parties to this intergovernmental agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

This Agreement shall be for the purpose detailed in a Scope of Work, attached herein as Exhibit A.

SECTION 2. NEWPORT RESPONSIBILITY

A. OCWCOG CARES RESILIENCY/RECOVERY FUNDS COMPLETION Document Due by May 30, 2022 - Attachment A

SECTION 3. OCWCOG RESPONSIBILITY

A. \$4800 deposited by July 15, 2021

SECTION 4. PROVISIONS


- A. Contract Period: This agreement shall be effective upon signing by both parties and shall terminate on May 30, 2022, unless this agreement is hereafter modified in writing.

- B. Payment: Direct Deposit by July 15, 2021
- C. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require thirty (30) days written notice to the other party. In the event of termination, **Newport** shall compensate **OCWCOG** for unexpended funds received.
- D. Assignability: This contract is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.
- E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.
- F. Indemnification: To the extent possible under the limits of the Oregon Tort Claims Act for local governments, OCWCOG and **Newport** shall hold each other harmless, indemnify and defend each other's officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the worked described in this agreement, except liability arising out of the sole negligence of either party or its employees. Such indemnification shall also cover claims brought against either party under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- G. Public Contracts: All parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279B.220-279B.235, as amended.
- H. Personal Identifying Information: OCWCOG agrees to safeguard personal identifying information in compliance with Oregon Revised Statutes ORS 646A.600, the Oregon Consumer Theft Protection Act and the Fair and Accurate Credit Transaction Act Provisions of the Federal Fair Credit Reporting Act. In the event of any inadvertent disclosure or release of information protected by any of these provisions, OCWCOG shall immediately notify **Newport** and shall hold harmless, defend and indemnify **Newport** for any costs related to notification, mitigation or remediation required by the disclosure by **Newport**.
- I. Waiver: Waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this agreement.
- J. Dispute Resolution: Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in questions between OCWCOG and Cottage Grove arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by mediation, or if they fail to agree, by arbitration. Arbitration

will be conducted according to rules and procedures set out by the Arbitration Service of Portland, or as otherwise agreed by the parties.

- K. Workers Compensation: All employers, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements.
- L. Severability: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- M. Amendments: Any amendment to this agreement shall be in writing and signed by authorized representatives of both parties. There are no understanding, agreements or representations, oral or written, regarding this agreement except as specified or referenced herein.

Signed:



Ryan Vogt
Executive Director
Oregon Cascades West Council of Governments
1400 Queen Ave SE Suite 201
Albany OR 97322



Acting

~~Spencer Nebel~~
City Manager
City of Newport
69 SW Coast Hwy
Newport, OR 97365
s.nebel@newportoregon.gov

Date: Jul 7, 2021



Paul Schuytema
Executive Director
Economic Development Alliance of Lincoln County
324 N Coast Highway
Newport, OR 97365
paul@businesslincolncounty.com

Date: July 27, 2021

Date: Jul 9, 2021

EXHIBIT A

SCOPE OF WORK

The Newport Vision 2040 Program Coordinator and the Executive Director of the Economic Development Alliance of Lincoln County (EDALC) have met many times to discuss the vision implementation process (since EDALC is one of the organizations implementing certain plan areas), and they determined that there need to be a better way of conveying an organizations strategic plan and currently active projects.

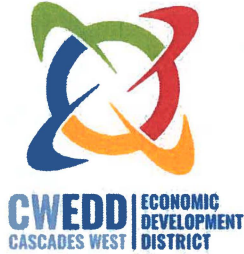
The solution is a regional information tool on the web – one that allows multiple organizations to easily share organizational information, priority focus areas and active projects within an organization’s plan. And an information tool that allows users to see that plan of work, but also to utilize keywords and tags to search and browse projects across multiple organizations – in short, a dynamic and easy multi-organizational strategic plan viewer.

This tool will allow organizations to better inform the larger community and their own stakeholders, to better recruit and inform volunteers, to build communities of practice, to discover and eliminate needless duplication of effort and also to create a powerful indicator that we are all working towards a common goal: a more vibrant, healthy and resilient place to live and work.

After initial searching, we discovered that such a multi-organizational project viewing tool just simply does not exist out there. So that brings us to this grant application – we are seeking funds to create a custom WordPress plugin (WordPress is one of the world’s leading website creation and management tools). This plugin will then be deployed on a custom-created WordPress website to bring together the many organizations and projects here in Lincoln County.

It is also our hope to be able to develop a tool that can be deployed to other communities through the Ford Family Foundation’s Community Website Partnership Program

ATTACHMENT A



Community and Economic Development
1400 Queen Avenue SE, Suite 205 • Albany, Oregon 97322
(541) 967-8551 • FAX (541) 967-4651 • TTY/TDD 711

**Oregon Cascade West Council of Governments CARES
Resiliency/Recovery Technical Assistance & Capacity Building Funds
Completion. Due by May 30, 2022**

Entity Name: *City of Newport*

Entity Federal Tax Identification Number: [REDACTED]

Entity Mailing Address: *169 SW COAST HIGHWAY, NEWPORT, OR 97365*

Entity County: *LINCOLN COUNTY*

Grant Application Contact Name: *PEGGY HAWKER*

Grant Application Contact Email Address: *p.hawker@newportoregon.gov*

Grant Application Contact Phone Number: *541.574.0613*

Grant Amount Received: *\$4,800 (not yet received)*

Grant Amount Spent:

Project:

Project completed by May 30, 2022:

Yes

No

Describe Impact of Grant:



Vendor/Employee
Accounts Payable
Electronic Payment Request

Attach voided check here:

Name:

City of Newport

Address:

169 SW Coast Hwy
Newport, OR 97365

E-Mail:

m.murzynsky@newportoregon.gov
s.baughner@newportoregon.gov

Bank Name:

Umpqua Bank

Bank Address:

1250 N. Coast Hwy
Newport, OR 97365

Bank Account#:

[REDACTED]

ACH Routing #:

[REDACTED]

■ signing this form I, Steve Baughner (print name), am authorizing Oregon Cascades West Council of Governments (OCWCOG) to deposit funds in the above listed bank account. I understand that:

- I will no longer receive a printed check unless a written request is submitted to the finance department.
- Changes to bank information must be in writing.
- My information will be kept confidential and protected.
- I or OCWCOG may cancel this agreement at any time in writing.

Please allow up to two weeks for changes to take effect. Notification of payment to your bank account will be sent via email only.

Signature:

Steve Baughner

Date:

7-30-21

For Accounting Use Only:

Vendor #

Entered

R
E
C
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D