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A G R E E M E N T

between

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

and

YAMHILL COUNTY

THIS AGREEMENT is made and entered into this ___th day of June, 2014 by and between YAMHILL COUNTY, OREGON, a political subdivision of the state of Oregon ("COUNTY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which COUNTY is a member.

WITNESSETH:

IN CONSIDERATION of the mutual benefits and obligations set out herein, the COUNTY and COG do hereby agree as follows:

I. Description of Work to be provided by COG:

A. COG shall provide experienced GIS staff to assist the COUNTY in providing GIS services and maintaining GIS data

1. GIS staff will perform GIS-related tasks as requested by COUNTY staff, to be billed at an hourly rate of \$77 per hour, including:

- Develop and maintain web-based mapping application and related tasks and support
- Provide mapping and analysis services to COUNTY staff as requested
- Provide data to outside parties as requested on approval of COUNTY staff

B. COG shall provide a monthly statement to the COUNTY detailing GIS work done on behalf of the COUNTY

II. COUNTY Responsibilities

A. COUNTY agrees to pay for GIS services described under Section I above at a rate of \$77.00 per hour for a COG GIS Analyst and \$45.00 per hour for staff support assistance, plus mileage, at the IRS mileage rate, for travel related to providing said services.

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- B. COUNTY shall review, process and pay COG's invoice for services within 30 days of receipt and approval.
- C. COUNTY shall designate a key contact person through which all requests will come from and with whom the activities of COG's GIS staff will be coordinated.

III. Termination and Amendment

- A. This Agreement shall be terminated on June 30, 2015 unless otherwise agreed to by COG and COUNTY by amendment to this Agreement.
- B. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days. In the event of contract termination for convenience, COG shall be due payment for all work completed by the time of termination; provided however, that no additional work shall be performed during the 30 calendar days after notice has been provided prior to termination for convenience.
- C. This Agreement may be amended only by written agreement executed between the parties.

IV. Independent Contractor

- A. The COUNTY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.

V. Remedies

- A. Should any dispute arise between the parties of this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties.

IN WITNESS WHEREOF, both parties have signed and executed the above agreement as of the ___ day of June, 2014.

MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS

YAMHILL COUNTY

By Nancy Boyer
Nancy Boyer, Executive Director

By Allen Springer
Title Chair, Board of Commissioners

Date 7/3/14

Date 6-19-14

Accepted by Yamhill County
Board of Commissioners on
6/19/14 by Board Order
14-329