

AGREEMENT

THIS AGREEMENT entered into by and between MULTNOMAH COUNTY, a home rule charter county of the State of Oregon (hereinafter "COUNTY"), and the BUREAU OF COMPUTER SERVICES of the CITY OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter "CITY")

W I T N E S S E T H:

WHEREAS, the COUNTY requires certain computer services which the CITY is capable of providing; and

WHEREAS, the COUNTY and the CITY have determined that the provision by the City of computer services to the COUNTY under an intergovernmental agreement pursuant to ORS Chapter 190 would be mutually cost-effective and otherwise beneficial to the parties:

IN CONSIDERATION OF THE PROMISES, IT IS HEREBY AGREED between CITY and the COUNTY as follows:

1. Term

The term of this Agreement shall be from July 1, 1986, to and including June 30, 1987, unless earlier terminated under the provisions hereof.

2. Services and Charges

The CITY shall provide the following services:

- A. Computer usage and support (VAX 11/780)
- B. Terminal Maintenance (2)
- C. Printer Maintenance (1)
- D. Telephone Lines (3)

3. Compensation

COUNTY agrees to pay CITY up to \$17,717 for performance of those services provided hereunder per Schedule A.

4. Billing

The CITY shall bill the COUNTY monthly and the COUNTY shall make payment of the amount billed within thirty (30) days following receipt of the billing. The billing shall itemize charges by the categories shown in paragraph 2.

5. Miscellaneous COUNTY Obligations

The pick-up and delivery of source documents to and from CITY facilities shall be the responsibility of the COUNTY.

6. Miscellaneous CITY obligations

A. The CITY shall retain all information belonging to the COUNTY users in strictest confidence, and will neither use such information for purposes other than to fulfill COUNTY job requests nor disclose such information to anyone without explicit written permission of the COUNTY.

B. In the event any data is lost, stolen or destroyed while in the CITY'S custody, due to negligence by the CITY, the CITY shall either duplicate or recreate the data at costs borne by the CITY, or pay to the COUNTY the sums it incurs in order to recreate or duplicate the data.

C. In case of loss of or damage to COUNTY data due to events beyond the CITY'S control, the CITY will make the best effort to recreate the COUNTY data to its previous state.

7. Early Termination

The agreement may be terminated by either party upon thirty (30) days written notice to the other party.

8. Modification

This agreement may be modified by mutual consent of the parties. It is understood by the parties that any writing which modifies any provision or term of the Agreement shall not be effective until expressly adopted as a supplement to this agreement.

9. Entire Agreement

The agreement contains the entire agreement between the parties and supersedes all prior discussions, written communications or agreements.

ORIGINAL

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written below.

MULTNOMAH COUNTY, OREGON

By Jim McConnell by KB Date 6-20-86
Initiating Manager

By Dennis Buchanan/c Date 6-23-86
Dennis Buchanan
County Executive

CITY OF PORTLAND, OREGON

By _____ Date _____
Mayor

By _____ Date _____
Auditor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOHN B. LEAHY, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By Rhea Kessler
Rhea Kessler
Assistant County Counsel

By _____
City Attorney

ORIGINAL

OFFICE OF FISCAL ADMINISTRATION
BUDGET DIVISIONINTER-AGENCY SERVICE
AGREEMENT

Receiver Appropriation Unit	AU No.	Provider Appropriation Unit	AU No.
AREA AGENCY ON AGING	MULT. COUNTY	COMPUTER SERVICES	550

DETAIL OF SERVICES REQUESTED	FY 85-86 Approved Budget	FY 86-87 Provider's Preliminary Estimate	FY 86-87 Final Estimate
CONTINUING SYSTEMS			
<u>Systems Maintenance</u>			
	<u>Hrs.</u>		<u>Rate</u>
Sys & Prog Manager			
Sr Programmer Analyst			
Programmer Analyst			
Programmer II			
Subtotal Systems Maintenance			
<u>Computer Operations</u>			
4381 Usage			
8700 Laser Printing			
VAX Usage		15,769	
Operations Support			
Space Rental			
<u>Materials and Services</u>			
ISD Services			
Microfiche			
Cabling			
IBM Terminals/Controller			
DEC Terminals		794	
Teleprocessing Lines		977	
Miscellaneous			
Subtotal Materials and Services		1,771	
Materials and Services Overhead		177	
Subtotal Computer Operations	30,102	17,717	
al Continuing Systems	30,102	17,717	

Agreed to:
Receiver A.U. AREA AGENCY ON AGING

Agreed to:
Provider A.U. COMPUTER SERVICES

Signature _____

Signature _____

Amount \$ _____

Date January 10, 1986 Amount \$ _____

Multnomah County, Area Agency on Aging

Computer Usage	FY86-87 Rates	Estimated Usage	Estimated Cost
Prime Online (Sec)	0.0307	157,418	4,832.73
Prime Batch (Sec)	0.0205	22,859	468.61
Non Prime (Sec)	0.0102	478,022	4,875.82
Print Pages	0.0652	44,855	2,924.55
Disk Block Days (000)	0.0847	22,992.134	1,947.43
Terminal Port Years	240.0000	3	720.00
Sub-Total Computer Usage			15,769.15
Terminal/Printer Maintenance			794.00
Teleprocessing Lines			977.00
Sub-Total Materials and Services			1,771.00
Materials and Services Overhead			177.10
Grand Total			17,717.25

ORDINANCE No. 158925

An Ordinance authorizing a contract with the Multnomah County Area Agency on Aging, establishing terms and conditions for the Bureau of Computer Services to provide data processing services to the County for FY 86-87 and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That The Multnomah County Area Agency on Aging utilizes a data processing application system on the City Data Center VAX 11/780 computer.
2. That in order for the County to pay for services provided by the Bureau of Computer Services, a contract must be executed between City and County; the contract attached hereto in triplicate as Exhibit A would be appropriate to protect both City and County interests.
3. That the \$17,717 contract maximum, as noted in Schedule A to the proposed contract, is a sufficient amount for the services to be billed to the County during FY 86-87.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor are hereby authorized to execute the contract attached hereto in triplicate as Exhibit A, approved as to form by the City Attorney.

Section 2. The Council declares that an emergency exists in order that the City may bill the County for services provided without any undue delay; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council,
Mayor Clark
S. D. Rees:nr
August 20, 1986

AUG 27 1986

Jewel Lansing

Auditor of the City of Portland

By

Doris E. Chassey
Deputy

INTRODUCED BY

Mayor Clark

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration *Jubc/es*

Safety

Utilities

Works

BUREAU APPROVAL

Bureau: Computer Services

Prepared By: *[Signature]* Date: 8/20/86

Budget Impact Review:

☐ Completed ☐ Not requiredBureau Head: *[Signature]*

CALENDAR

Consent ☒ Regular

NOTED BY

City Attorney

City Auditor

City Engineer

Calendar No.

1737

ORDINANCE No. 158925

Title

An Ordinance authorizing a contract with the Multnomah County Area Agency on Aging, establishing terms and conditions for the Bureau of Computer Services to provide data processing services to the County for FY 86-87 and declaring an emergency.

THE COMMISSIONERS VOTED
AS FOLLOWS:

	Yeas	Nays
BOGLE	✓	
LINDBERG	✓	
SCHWAB	✓	
STRACHAN	✓	
CLARK	—	

FOUR-FIFTHS CALENDAR

BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Filed **AUG 22 1986**

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By

Nancy Dunford
Deputy