

RESOLUTION NO. 3979

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH OREGON CASCADES WEST COUNCIL OF GOVERNMENTS FOR CABLE FRANCHISE MONITORING SERVICES.

WHEREAS, the City of Albany has a franchise agreement with TCI Cablevision for provision of cable television services within the city limits; and

WHEREAS, federal regulations require the City of Albany to monitor this franchise agreement and to receive and resolve complaints about cable services; and

WHEREAS, the City has been using the Oregon Cascades West Council of Governments to monitor this franchise agreement for the past three years; and the Council of Governments staff have the experience and knowledge to provide effective franchise management.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to enter into an agreement with Oregon Cascades West Council of Governments to provide cable franchise monitoring services in Fiscal Year 1998-1999.

DATED THIS 8th DAY OF JULY 1998.

  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Recorder

# **INTERGOVERNMENTAL AGREEMENT**

## **PROFESSIONAL CONSULTING SERVICES**

**for**

### **Cable Franchise Monitoring**

**Between**

**OREGON CASCADES WEST COUNCIL OF GOVERNMENTS**

**and the**

**CITY OF ALBANY**

#### **SECTION 1. SCOPE OF SERVICES**

This Agreement between the Oregon Cascades West Council of Governments, hereinafter known as COG, and the City of Albany, hereinafter known as the City, shall be for the purpose of providing Cable Franchise Monitoring services to the City.

#### **SECTION 2. SOURCE OF FUNDS**

Work under this contract will be funded by the City.

#### **SECTION 3. COMPENSATION**

- A. The City agrees to pay COG for services provided as indicated in Attachments A and B. Total compensation shall not exceed \$3,250. It is expected that \$2,275 of this amount will be utilized to provide professional-technical services per Attachment A, and \$975 of this amount will be utilized for material purchases and services per Attachment B.
- B. COG shall bill the City for additional services (as requested by the City) at hourly rates of :

Cable Coordinator	\$35/hour
Administrative Assistant	\$25/hour

The City understands that these rates may be changed by the COG Board during the term of this agreement. COG and the City may agree to amend this agreement to incorporate new rates. The City reserves the right to terminate the agreement if a satisfactory rate adjustment cannot be agreed upon.

- 3.C. The cost for Materials and Services furnished under Attachments B may be divided among other participants in the Cable Franchise Monitoring Program.
- D. It is mutually agreed that other costs which may be required to complete services will be separately negotiated.
- E. Requests for payment for services and materials provided pursuant to this agreement will be made on completion of the contract.

#### **SECTION 4. OTHER PROVISIONS**

- A. **Contract Period:** This agreement shall be effective from July 1, 1998 and shall conclude June 30, 1999.
- B. **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.
- C. **Discrimination:** The parties agree not to discriminate on the basis of race, religion, sex, color or national origin in the performance of this contract.
- D. **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.
- E. **Representations of COG:** COG shall:
  - (1) Make payment promptly, as due, to all persons supplying to COG labor or materials for the prosecution of the work provided for in the contract.
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from COG or any subcontractor incurred in the performance of the contract.
  - (2) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.
  - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- F. **Prompt Payment:** If COG fails to make prompt payment of any claim for labor or services furnished in connection with this contract, the City may pay the claim and charge the amount against funds due or to become due to COG.

- G. Employees of COG: No person shall be employed by COG for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely required it. Should the "Scope of Services" paragraph of this contract contain personal services, any laborer under this contract shall be paid at least time and a half for overtime in excess of 40 hours per week, except persons excluded under state or federal law from receiving overtime pay. COG shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of COG, or all sums which COG agrees to pay for such services and all moneys and sums which contractor collected or deducted from the wages of employees for the purpose of providing or paying for such service.
- H. COG is a subject employer under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires COG to provide workers compensation coverage for all of its subject workers.
- I. Any amendment to this agreement shall be in writing and signed by authorized representatives of both parties.
- J. Attachments: The following attachments are part of and applicable to this agreement:

Exhibit A - Scope of Work  
Exhibit B - Schedule of Material and Services

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

\_\_\_\_\_  
William R. Wagner, Executive Director  
Oregon Cascades West Council of Governments

  
\_\_\_\_\_  
Steve Bryant, City Manager  
City of Albany

Date: \_\_\_\_\_

Date: 7-8-98

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN OCWCOG AND THE CITY OF ALBANY**

**EXHIBIT A  
SCOPE OF WORK**

Oregon Cascades West Council of Governments will provide the following technical assistance for Cable Franchise Monitoring:

1. Provide a phone line and number (924-8454) for cable subscriber access to Cable Coordinator.
2. Assist City in resolving cable subscriber problems with Cable Franchisee.
3. Maintain a liaison with local Cable Franchisee office(s).
4. Review Cable Franchisee call logs and signal logs quarterly for City.
5. Advise City of cable issues as a result of call monitoring and Cable Franchisee call log review.
6. Post Call Log monthly on web site hosted by Cascades West Council of Governments.
7. Produce a quarterly printed Call Log.
8. Maintain informational resources pertaining to Cable issues.
9. Provide technical assistance to City regarding cable franchise service standards and enforcement.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN OCWCOG AND THE CITY OF ALBANY**

**EXHIBIT B  
MATERIAL AND SERVICES**

Oregon Cascades West Council of Governments will purchase the following material and services for Cable Complaint Monitoring during contract period:

Item Description	Quantity	Price	Extended
Thompson Multichannel Video Compliance Guide	1	375.00	375.00
Phone Line	1	240.00	240.00
Web Hosting	1	360.00	360.00
<b>TOTAL</b>			<b>\$975.00</b>