

CITY OF BOARDMAN-LCOG

INTERGOVERNMENTAL AGREEMENT FOR HEARINGS OFFICER SERVICES

This **Agreement** is entered into between Lane Council of Governments (“**LCOG**”), an ORS 190 intergovernmental entity, and the City of Boardman, an Oregon municipal corporation (“**CITY**”), each a “**party**” and referred to collectively in this Agreement as “**the parties**.”

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this Agreement will mutually benefit the parties.
- C. CITY and LCOG desire to enter into an agreement wherein LCOG will provide the services described in this Agreement and in Attachment A (attached hereto and incorporated herein by this reference).

AGREEMENT

1. **Term and renewal.** The Agreement’s Term will take effect upon signature of both parties, and continue until June 30, 2027. At the end of this initial Term, and at the end of each subsequent Term thereafter, this Agreement will automatically renew for one fiscal year (July 1 through June 30 of the following year), unless either party gives notice of its intent to not renew the agreement not less than 60 days’ prior to the end of the then-current Term.
2. **Services to be provided.** LCOG agrees to provide hearings officer services to CITY as set forth in Attachment A.
3. **Compensation.** CITY will pay LCOG upon receipt of its invoices, which will be issued quarterly unless otherwise agreed to by the parties in writing. Each invoice will reflect hourly rates for LCOG personnel plus any direct expenses associated with the work performed.
4. **Termination.** Either party may terminate this Agreement upon thirty days’ written notice delivered to the other party.
5. **Amendments.** This Agreement may be modified or extended only by a written amendment executed by both parties.
6. **Authorized representatives and Notice.** Each party designates the following named individual as its representative for purposes of administering this Agreement. Either party may designate a new representative by written notice to the other.

a. LCOG’s Authorized Representative:

Michael Wisth
Deputy Director
859 Willamette St., Ste. 500
Eugene, OR 97401

Email mwisth@lcog-or.gov
Telephone 541-682-2019

b. CITY’s Authorized Representative:

Brandon Hammond
City Manager
200 City Center Cir.
P.O. Box 229
Boardman, OR 97818

Email hammondb@cityofboardman.com
Telephone 541-481-9252

Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party’s authorized representative, except as provided below in this section. However, if, in either party’s discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or

nationally recognized overnight courier. The effective date of notice will be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier.

7. **Records/Inspection.** LCOG and CITY must each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following termination of this Agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this Agreement.
8. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and hold harmless the other party from any claims, liability or damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this Agreement.
9. **Disputes.**
 - a. **Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or another cooperative dispute resolution process.
 - b. **Attorney Fees.** In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party will be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal.
10. **Subcontracting.** LCOG may not subcontract any the work of this Agreement, in whole or in part, without CITY's prior written approval. LCOG will require any approved subcontractor to agree, as to the portion of the work subcontracted, to comply with all obligations of LCOG specified in this Agreement. Notwithstanding CITY's approval of subcontracting, LCOG will remain obligated for full performance of its obligations under this Agreement and CITY will incur no obligation to any subcontractor.
11. **Assignment.** Neither party may assign this Agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.
12. **Compliance With Laws.** At all times during the term of this Agreement, the parties agree to comply with all applicable federal, state, and local laws, rules, ordinances, and regulations.
13. **Integration.** This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.

SIGNATURES

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

LCOG

CITY

By: Brenda Moore, Executive Director

By: Brandon Hammond, City Manager

Date: _____

Date: _____

ATTACHMENT A

DESCRIPTION OF SERVICES

A. Hearings Officer Duties

1. Conduct certain administrative and quasi-judicial infraction public hearings as provided in Chapter 1.20 of the Boardman Municipal Code. The Code Hearings Officer may also conduct administrative hearings relating to other CITY matters, if requested by CITY.
2. Receive and examine testimony and available information and provide findings of fact, conclusions of law, judgments, and orders.
3. Maintain records of the Hearings Officers' findings, recommendations and determinations, which records will be a public record and follow all applicable State of Oregon retention laws under Oregon Public Records Law (ORS chapter 192).
4. Conduct hearings at times scheduled by CITY. It is expected that such hearings will be conducted using internet-based videoconferencing, within the hours of 8:00 a.m. to 5:00 p.m. From time to time, subject to Hearings Officer availability, hearings may be conducted in-person in the City of Boardman.
5. Provide additional related services when requested, such as preparation of transcripts, on such terms as are negotiated at the time of the request.

B. Conduct of Hearings Officers

1. Observe high standards of conduct such that the integrity, impartiality, and independence of the CITY's hearings process is preserved, and act at all times in a manner that promotes public confidence in the conduct of the hearings.
2. Manifest no bias or prejudice based upon sex or gender, race, national origin, religion, sexual orientation, marital status, disability, age, or socioeconomic status.
3. Disclose potential conflicts of interest, and recuse themselves from matters creating an actual conflict of interest.
4. Disclose any discussion, other than at a public hearing, between the Hearings Officer and any person or entity appearing before the Hearings Officer, or any person with a direct interest in the outcome of a specific case while such matter is scheduled or likely to come before the Hearings Officer. The substance of any such discussion must be disclosed at the beginning of the public hearing and entered into the record.
5. Comply with CITY's adopted policies as set forth in Ordinances 2024-01 and 2024-02.

C. Coordination and Compensation

1. The Hearings Officer will coordinate the services and report through the City Manager.
2. LCOG will invoice for its regular hourly attorney rates for the services, currently \$175.00 per hour; other staff time, if any, at the then-current billing rates; and direct expenses such as copying, filing fees, etc. If hearings are held in-person in Morrow County, reasonable expenses arising out of the in-person attendance such as mileage, meals, or accommodations may be billed.