



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Intergovernmental Agreement for Planning Support and Services

Meeting Date: 9/8/2020

Staff Contact: Anne Heath, City Administrator

Contact: 541-682-7871 anne.heath@ci.coburg.or.us

REQUESTED COUNCIL ACTION:

Consider approval to allow the City Administrator to execute an Intergovernmental Agreement with Lane Council of Governments for the purpose of providing Planning Support and Services

RECOMMENDED MOTION: *"I move to approve the City Administrator to enter into an Intergovernmental Agreement with Lane Council of Governments for the purpose of providing Planning Support and Services to the City of Coburg."*

BACKGROUND

In July the City Planner resigned his position. LCOG has provided planning support for many years to Coburg. They are familiar with our plans and documents and work well with our staff. The City Administrator would like to take time before we enter into a hiring process for a new City Planner. During this time, we would like to look at the long-range planning needs of the City, get input from planning commission, staff, council and citizens, and then post a position that is in the best interest of Coburg. The agreement extends planning support through June 30, 2021, which provides ample time for the City to make decisions regarding our planning position. Should the City move toward hiring a planner prior to June 30, we need only give LCOG a 30-day notice that we will no longer be utilizing their services.

BUDGET

The not exceed in this contract is \$80,000 through June 30, 2020. This is less than the cost of a full time planner with full benefits at the City. This could result in a need for a supplemental budget change but the funds overall are budgeted and would not exceed budget.

RECOMMENDATIONS AND ALTERNATIVES

Staff recommends that Council approve the City Administrator to execute this agreement

PUBLIC INVOLVEMENT

N/A

NEXT STEPS

The next step would be to implement the agreement

ATTACHMENTS

A. Draft Intergovernmental Agreement

REVIEWED THROUGH

Sammy Egbert, City Recorder

INTERGOVERNMENTAL AGREEMENT

BETWEEN: Lane Council of Governments (LCOG), an organization of governments within Lane County, Oregon

AND: City of Coburg (AGENCY), a unit of local government of the State of Oregon

EFFECTIVE DATE: September 1, 2020

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. AGENCY and LCOG desire to enter into an agreement wherein LCOG will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

AGREEMENT

1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until June 30, 2021 or until earlier terminated pursuant to Paragraph 4 of this agreement.
2. **Services to be Provided.** LCOG agrees to provide services to AGENCY as outlined in Attachment A, Work Program.
3. **Compensation.** AGENCY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for LCOG personnel plus any direct expenses associated with the Work performed. The hourly rates for service providers shall be as follows:

| Classification | Hourly rate |
|-----------------------|--------------------|
| Assistant Planner | \$71.00 |
| Principal Planner | \$120.00 |
| Attorney | \$126.00 |

4. Exact rates are determined annually and can be obtained from LCOG. The total cost of this agreement shall not exceed \$80,000, of which \$57,000 shall be for Task 1 of on Attachment A, and \$23,000 for Task 2, as assigned by the City Administrator.
5. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
6. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.

7. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For LCOG: Jacob Callister
859 Willamette St., Suite 500
Ph: 541-682-4114
Eugene, OR 97401-2910

For City of Coburg: Anne Heath
91136 N. Willamette St.
PO Box 8316, Coburg, OR 97408
Ph: 541-682-7871

8. **Records/Inspection.** AGENCY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion 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.
9. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless 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. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.
10. **Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.
11. **Subcontracting.** LCOG shall not subcontract the Work under this agreement, in whole or in part, without the AGENCY's prior written approval. LCOG shall 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 the AGENCY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and AGENCY shall incur no obligation to any subcontractor.
12. **Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.
13. **Compliance With Laws.** LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.
14. **Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.
15. **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.
16. **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

LANE COUNCIL OF GOVERNMENTS:

AGENCY: CITY OF COBURG

By: _____
Brendalee S. Wilson, Executive Director

By: _____
Anne Heath, Coburg City Administrator

Date: _____

Date: _____

**ATTACHMENT A
WORK PROGRAM**

On request of AGENCY, LCOG shall provide the following services:

1. Provide Current Planning Support. LCOG will dedicate a planner to Coburg current planning support. The planner will spend a portion of their support hours in-person at Coburg City Hall, at the City Administrator's discretion, but not to exceed 20 hours a week. LCOG support staff may work on Coburg matters remotely as well.

Current planning services will include but may not be limited to, processing land use applications, preparing staff reports for Planning Commission and City Council, preparing draft findings for recommended action, providing assistance in the interpretation of the Coburg development code and Comprehensive Plan, and planning assistance to City staff and residents as requested.

| Task | Responsibility |
|--|-------------------------------------|
| Pre-application | City of Coburg/LCOG |
| Application intake | City of Coburg |
| Maintenance and housing of record | City of Coburg with LCOG Assistance |
| Completeness Review | LCOG |
| Noticing (including publication) | City of Coburg with LCOG Assistance |
| Internal comment request | LCOG |
| External comment request | LCOG |
| Staff Report and Findings | LCOG |
| PC packet preparation | LCOG |
| CC packet preparation | City of Coburg with LCOG Assistance |
| Attendance and presentation at PC/CC hearing | LCOG /City of Coburg |
| Notice of Decision | City of Coburg with LCOG Assistance |
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