



DATE: February 17, 2021

TO: Leslie Vaaler, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Intergovernmental Agreement for Planning Services

Attached, the revised intergovernmental agreement (IGA) for planning services beginning March 1, 2021.

Motion: I move to approve the IGA with Oregon Cascades West Council of Governments while the City pursues options to provide in-house planning services.

Alternatives:

Do not approve

INTERGOVERNMENTAL AGREEMENT
Between
City of Yachats
and
Oregon Cascades West Council of Governments
For
Planning Services

This Agreement is made and entered into upon execution by and between City of Yachats, a municipal corporation of the State of Oregon, hereinafter known as CITY, and Oregon Cascades West Council of Governments, hereinafter known as OCWCOG, Oregon 190.010 intergovernmental agencies.

Recitals

- A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.
- B. CITY has the need of Planning and GIS Services
- C. OCWCOG has staff with the proper credentials, licensing and experience to provide such service.

THEREFORE, the parties to this intergovernmental agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

This agreement shall be for the purpose of providing general planning services to the CITY on an ad-hoc basis, to address the demand for land use, code review, comprehensive plan updates, property development, Lincoln County permitting, GIS and similar planning efforts. Project Plans will be developed for concentrations of work to establish goals, tasks, effort and deliverables.

SECTION 2. CITY RESPONSIBILTY

- A. CITY will provide access to records and planning documents relevant to work requested.
- B. CITY shall prioritize and communicate planning activities to OCWCOG; provide direction as tasks are completed for any follow-up activities;
- C. CITY shall provide workspace and equipment for onsite performance of planning activities as requested.
- D. CITY shall pay mileage expense to OCWCOG staff directly for work required to be conducted on-site at the standard current federal mileage reimbursement rate.
- E. CITY shall pay OCWCOG within thirty (30) days after receiving OCWCOG's quarterly

invoice.

SECTION 3. OCWCOG RESPONSIBILTY

- A. OCWCOG will respond to CITY requests of planning services in a timely manner.
- B. OCWCOG will assist the City Administrator or designated staff in identifying areas of need.
- C. OCWCOG will provide consistent access to staffing during hours negotiated with the CITY (onsite and/or from OCWCOG locations) and coordinate additional planning support hours as requested.
- D. OCWCOG staff will be on-site as needed with at least one week advance notice from the CITY. Although OCWCOG reserves the right to determine and modify the delivery schedule for work to be performed, subject to CITY's approval, which shall not be unreasonably conditioned, delayed or withheld. There may be times OCWCOG staff will not be on-site but working remotely due to scheduling restrictions, however they will still complete the required work for the CITY as outlined herein.
- E. OCWCOG shall track time spent on planning tasks. Work will only be completed at the explicit direction of Yachats city staff via email. OCWCOG will not monitor the city planning email address unless directed to do so. Time will be billed at an hourly rate with corresponding tasks to include a brief description of the work accomplished.
- F. When work is required in person, travel time will be included and documented as part of the quarterly invoice.

SECTION 4. PROVISIONS

- A. Contract Period: This agreement shall be effective upon signature of both parties and cover planning activities rendered beginning March 1, 2021 and shall terminate on June 30, 2023, unless this agreement is hereafter modified in writing.

Upon execution of this agreement, the current IGA for planning services, between OCWCOG and the CITY, executed on, will be effectively terminated.

- B. Payment: OCWCOG shall invoice CITY quarterly for actual hours worked at the OCWCOG hourly rate as shown in ATTACHMENT A, plus any direct expenses related including lodging, mileage, printing and GIS licensing as applicable. Rates will be assessed and may be updated annually.
- C. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require thirty (30) days written notice to the other party. In the event of termination, CITY shall compensate OCWCOG for all services provided through the date of termination.
- D. 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.

- E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.
- F. Indemnification: To the extent possible under the limits of the Oregon Tort Claims Act for local governments, CITY and OCWCOG shall hold each other harmless, indemnify and defend each other's officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the work described in this agreement, except liability arising out of the sole negligence of either party or its employees. Such indemnification shall also cover claims brought against either party under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- G. Public Contracts: All parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279B.220-279B.235, as amended.
- H. Personal Identifying Information: OCWCOG agrees to safeguard personal identifying information in compliance with Oregon Revised Statutes ORS 646A.600, the Oregon Consumer Theft Protection Act and the Fair and Accurate Credit Transaction Act Provisions of the Federal Fair Credit Reporting Act. In the event of any inadvertent disclosure or release of information protected by any of these provisions, OCWCOG shall immediately notify CITY and shall hold harmless, defend and indemnify CITY for any costs related to notification, mitigation or remediation required by the disclosure by CITY.
- I. 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.
- J. Dispute Resolution: Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in questions between CITY and OCWCOG arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by mediation, or if they fail to agree, by arbitration. Arbitration will be conducted according to rules and procedures set out by the Arbitration Service of Portland, or as otherwise agreed by the parties.
- K. Workers Compensation: All employers, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements.

ATTACHMENT A

HOURLY RATES

OCWCOG's hourly rates as of March 1, 2021:

➤ Program Director	\$125.00
➤ Transportation Manager	\$100.00
➤ GIS Analyst (Planner II)	\$100.00
➤ Planner	\$ 90.00
➤ Assistant Planner	\$ 85.00
➤ Executive Assistant	\$ 80.00

The CITY understands that these rates may be changed by the OCWCOG Board during the terms of the agreement. OCWCOG 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.