

INTERGOVERNMENTAL AGREEMENT
Between
City of Sweet Home
And
Oregon Cascades West Council of Governments
For
Planning Services

This Agreement is made and entered into upon execution by and between City of Sweet Home, 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. The STATE 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 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 as needed basis to address the demand for land use, code review, comprehensive plan updates, property development, development permitting, GIS and similar planning efforts. The activities and priorities that shall guide this planning work are described in the scope of work included as Exhibit A.

SECTION 2. CITY RESPONSIBILITY

- 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 pay OCWCOG within thirty (30) days after receiving OCWCOG's quarterly invoice.

SECTION 3. OCWCOG RESPONSIBILIITY

- A. OCWCOG will respond to CITY requests of planning services in a timely manner.
- B. OCWCOG will assist the City Administrator in identifying areas of need.
- C. OCWCOG shall track time spent on planning tasks and bill corresponding tasks with a brief description of the work accomplished.

SECTION 4. PROVISIONS

- A. Contract Period: This agreement shall be effective on July 1, 2021 and shall terminate on June 30, 2023, unless this agreement is hereafter modified in writing.
- B. Payment: OCWCOG will submit a quarterly invoice for at the OCWCOG hourly rate as shown in ATTACHMENT A, plus any direct expenses related including mileage, printing and GIS licensing as applicable. Rates will be assessed and may be updated annually.

Requests for work not described above can be accommodated at a rate of \$90 per hour. Compensation shall be paid for actual time and materials. Rate may be updated annually upon adoption of OCWCOG Fiscal Year budget. Authorization by the CITY for additional work will be communicated in writing. Requests for services will be made to: Ryan Vogt, CED Director.

- 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. Status of Contractor: The City and OCWCOG agree that OCWCOG is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be obligated to pay OCWCOG, and OCWCOG shall not be entitled to, any benefits accorded to City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or any other tax, for contributing to the state industrial insurance program or otherwise assuming the duties of an employer with respect to OCWCOG.
- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. Severability: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- M. Amendments: Any amendment to this agreement shall be in writing and signed by

authorized representatives of both parties. There are no understanding, agreements or representations, oral or written, regarding this agreement except as specified or referenced herein.

Signed:

Sue Forty

Sue Forty (Jun 10, 2021 14:13 PDT)

Sue Forty
Finance Director
Oregon Cascades West Council of Govts
1400 Queen Ave SE Ste. 201
Albany, Or 97322

Date: Jun 10, 2021

Ray Towry

Ray Towry
City Manager
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386

Date: Jun 17, 2021

Exhibit A

Scope of Work

OCWCOG will provide professional planning services to undertake portions of work described herein as prioritized and directed by the CITY which may include the following duties, responsibilities, tasks and programs:

Task 1: Long Range Planning Tasks

Task 1.1: Geographic Information Systems (GIS) – OCWCOG will provide GIS services including developing an online GIS viewer (As needed).

Task 1.2: Code Update Recommendations – OCWCOG will, upon request, review the Sweet Home Municipal Code while working on other projects and provide City Staff with a list of recommended updates and/or additions to enhance the existing code language. (As needed)

Task 1.3: Planning Studies and Grant Applications – If requested, OCWCOG will apply for and administer grant applications. If requested, OCWCOG will lead or participate in administering planning studies. (As needed)

Task 2: Staff Support at City Hall

Task 2.1: Pre-Application Review & Meetings – OCWCOG will be available to review pre-application materials, provide written or verbal input regarding concerns and/or applicable code requirements, and may also organize pre-application meetings, if invited. (As requested)

Task 2.2: Land Use Application Review – OCWCOG will review land use applications including completeness checks, prepare the public notice, write the staff report, packet preparation, notice of decision, and final order of approval. (As requested)

Task 2.3: Planning Commission, City Council, and committee meetings – OCWCOG will attend Planning Commission, City Council and committee meetings on an as needed basis. Expectations of OCWCOG may include: providing technical assistance to Staff and Planning Commission, making recommendations for topics the Planning Commission might like to discuss in their deliberations, when appropriate, and review of Federal, State, and local regulations as needed to provide accurate and appropriate information to the Planning Commission. If requested, staff will provide planning support and planning update presentations for Planning Commission, City Council, or at committee meetings. (As requested)

Task 3: Staff Support outside of City Hall

Task 3.1: General Staff Support – OCWCOG will be available to respond to planning inquiries by phone or by email to both City staff and the general public. (As requested)

ATTACHMENT A

HOURLY RATES

OCWCOG's hourly rates as of July 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 OCWCOG during the terms of this agreement. OCWCOG and the CITY may agree to amend this agreement to incorporate new rates. The CITY reserves the right to terminate this agreement if a satisfactory rate adjustment cannot be agreed upon.