

CITY OF BANDON

CITY COUNCIL AGENDA DOCUMENTATION

DATE: June 1, 2020

SUBJECT: IGA with Lane Council of Governments for Planning Services

ITEM NO. 6.4.1

BACKGROUND:

The City Planning Department is currently understaffed. There is currently only one employee to process development applications. Lane Council of Governments (LCOG) provides contract land use planning services for several local governments, including Brookings and Coos Bay.

The attached Intergovernmental Agreement will allow the City to hand certain development review applications over to LCOG for processing.

FISCAL IMPACT:

We plan to structure application fees to fully recover costs from applicants for LCOG services at a pass-through level.

RECOMMENDATION:

Approve the IGA with LCOG for Planning Services.

SUBMITTED BY:



Dan Chandler City Manager

INTERGOVERNMENTAL AGREEMENT

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

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

EFFECTIVE DATE: May __, 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 where-in 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 planning/technical services to AGENCY, including but not limited to current planning in response to applications, and long-term planning with regard to corrections and updates to Codes and Plans, and related technical services. Division of labor for current planning services is outlined in Attachment A.
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. LCOG billing rates for FY 20 are including in Attachment B. The total cost of this agreement shall not exceed \$20,000.
4. **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.
5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
6. **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
Eugene, OR 97401-2910
Ph: 541-682-4114

City of Bandon
Dan Chandler
City Manager
555 US 101
Bandon, OR 97411
Ph: 541-347-2437 Ext. 228

7. **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.

- 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 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.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Lane County, Oregon.

- 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 sub-contractor.
- 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 Bandon

By: _____
Brendalee S. Wilson, Executive Director

By: _____
Dan Chandler, City Manager

Date: _____

Date: _____

**ATTACHMENT A
RATE SCHEDULE**

LCOG Staff Type	FY 21 Hourly Rate
Principal Planner	\$ 119
Senior Planner	\$ 105
*Associate Planner	\$ 73
GIS Assistant	\$ 83
Attorney	\$ 132
GIS Senior Analyst	\$ 109
Resource Development Associate	\$ 105
Administrative Assistant	\$ 75
<p><i>*The majority of work is expected to be carried out by an LCOG Associate Planner with oversight and review by a Senior or Principal Planner. Other assistance will be utilized only with the express approval of the City of Bondon. Rates are current as of April, 2020. Rates are rounded to the nearest dollar Rates are subject to annual change.</i></p>	

Attachment A

Work Program and Division of Labor

Planning services including but not 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 Bandon development code, assisting in any legislative post acknowledgement planning actions, providing planning assistance to City staff as requested.

Task	Responsibility
Pre-apps	City of Bandon
Application intake	City of Bandon
Transmission of documents to LCOG	City of Bandon
Completeness Review and notice	LCOG
Internal comment request	LCOG
External comment request	LCOG
Notice of public hearing/review	LCOG/City of Bandon
Staff Report and Findings	LCOG
Attendance at PC hearings (as needed)	LCOG (remote)/City of Bandon
Notice of Decision	LCOG/City of Bandon