

RESOLUTION No. 577-23

A RESOLUTION APPROVING A CONTRACT FOR LAND USE PLANNING SERVICES WITH THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS. Repeals Resolution No. 556-22.

WHEREAS, the Mid-Willamette Valley Council of Governments (MWVCOG), a voluntary intergovernmental association of which the City of Donald is a member, provides land use planning services on a contract basis under the provisions of ORS Chapter 190; and

WHEREAS, Resolution No. 375-15 signed on January 13, 2015 authorizes the City Manager to sign contracts with prior approval from the Donald City Council; and

WHEREAS, the City of Donald's contract expires June 30, 2023 with the MWVCOG; and

WHEREAS, it is in the best interest of the City to continue land use planning services with the (COG), who has served in this capacity for the City since 2011; and

WHEREAS, the parties have negotiated the terms of the agreement and desire to enter into said agreement, which is attached hereto as Exhibit A.

NOW, THEREFORE, THE CITY OF DONALD RESOLVES AS FOLLOWS:


Section 1. The Donald City Council approves the intergovernmental agreement between the City and the Mid-Willamette Valley Council of Governments for land-use services July 1, 2023 through June 30, 2024, which is attached hereto and by this reference incorporated herein as Exhibit A.

PASSED and ADOPTED by the City Council of the City of Donald at their regular meeting on this 13th day of June 2023 by the vote of 1 ayes and 0 nays.

DATE: June 13, 2023


Rick Olmsted, Mayor

ATTEST by City Manager this 13th day of June, 2023


Eric Underwood, City Manager

CONTRACT**LAND USE PLANNING SERVICES**

THIS AGREEMENT is made and entered into JULY 1, 2023, by and between the CITY OF DONALD, a municipal corporation ("CITY"), and the MID- WILLAMETTE V A L L E Y C O U N C I L O F G O V E R N M E N T S ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

WITNESSETH:

IN CONSIDERATION of the mutual premises and stipulations set out below, CITY and COG do hereby agree as follows:

A. COG Responsibilities

1. COG shall provide an experienced land use planner/program manager to assist CITY. In addition, COG can provide land use services, zone code revisions and other related activities which may be requested by CITY.
2. COG shall provide to CITY mapping, graphics and document production services related to work requested by CITY under paragraph A.1.
3. COG shall provide monthly billing statements.

B. CITY Responsibilities

1. CITY agrees to engage COG as a provider of community development and land use planning consulting services.
2. CITY agrees to pay for land use planning services under paragraph A.1. at a rate of \$104.00 per hour for a Senior land use planner, \$99.00 per hour for an Associate Planner, \$103.00 per hour for a GIS mapping analyst, \$141 per hour for Community Development Director, , and \$76.00 per hour for staff support assistance, plus mileage at the IRS mileage rate for travel related to providing said services.
3. CITY agrees to pay the actual cost of mapping, graphics and document production provided under paragraph A.2. as state in the attached current fee schedule.
4. CITY shall review, process and pay COG's monthly invoices within 30 days of receipt.

5. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's land use planner will be coordinated.
6. Requests for payment shall be submitted to City, to the attention of Lisa Hassel via e-mail at accounting@donaldoregon.gov.

C. COG Services Provided Without Additional Compensation

1. COG shall provide advice and assistance to CITY with grant and loan applications for financing of public improvements at no additional charge except in those instances when such work may be eligible for compensation from the granting agency.
2. COG shall prepare documentation and applications for funding for additional planning projects on behalf of CITY.
3. COG shall refer CITY to other available resources that may be available to address needs of CITY upon request.

D. Termination and Amendment

1. This Agreement shall be terminated on June 30, 2024, unless otherwise agreed to by COG and CITY by amendment to this Agreement.
2. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days.
3. This Agreement may be amended only by written agreement executed between the parties.

E. Independent Contractor

1. CITY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.

F. Limited Warranty

1. CITY agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the land use planning process and its products. The parties expressly recognize that the review process involves political and legal judgment entirely within the control and authority of CITY. COG's only obligation is to provide advice from the perspective of land use planning principles, and not legal or political counsel.

2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.
3. CITY agrees to provide a representative to present CITY's viewpoint at public hearings regarding a dispute between CITY and the County or another city. COG will provide support and information as appropriate (including research and staff reports) to aid CITY in making its arguments.

IN WITNESS WHEREOF, COG and CITY have, by approval of their respective governing bodies, caused this Agreement to be executed as of the day and year aforesaid.

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS



Scott Dadson, Executive Director

May 25, 2023

Date

CITY OF DONALD



City Manager

6-14-2023

Date

BEFORE THE BOARD OF DIRECTORS
FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS
In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

RESOLUTION 2023-01

WHEREAS, the Mid-Willamette Valley Council of Governments (COG) is an intergovernmental entity established by agreement among the participating jurisdictions pursuant to their home rule authority and ORS 190.019.

WHEREAS, the agreement establishing the COG and ORS 190.020 allows the COG to enter into intergovernmental agreements for the delivery of services to its member governments

WHEREAS, the COG presently offers a host of fee-for-service programs on a contractual basis with its member governments to include land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services; and

WHEREAS, the Board of Directors for the COG desires to set rates for such services that are affordable for members and recover the COG’s costs of providing such services,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS:

That the following rates shall take effect for the COG’s fee-for-service program beginning July 1, 2023, and ending June 30, 2024, unless sooner amended:

Member Services

Recruitment Services:

<u>Population</u>	<u>Fee</u>
Up to 1,000	\$7,739
1,001 to 5,000	\$9,950
Over 5,000	\$13,266
Non-member Gov’t Entities	\$19,899
Background Check Services	\$553/background check

Legal Services

Consultation and Navigation Services	\$1,000 per year*
(*includes up to 5 hours per month, unused hours do not roll forward)	
General Counsel Services	\$188 per hour
Hearings Officer Services	\$207 per hour

Strategic Planning / Goal Setting

Evening / Half Day	\$1,658
One Day (8 Hours)	\$3,317

Exhibit A

Evening Plus Full Day (10 Hours)	\$3,869
Miscellaneous Technical Services	
Executive Director	\$187 per hour
Admin Support Coordinator	\$97 per hour
Support Staff	\$76 per hour
Finance Services	
Finance Director	\$141 per hour
Fiscal Assistant	\$90 per hour
Support Staff	\$76 per hour
Human Resources Services	\$97 per hour
Communications Services	\$76 per hour

Community Development Services

Land Use Planning (small cities)*	
Senior Planner	\$104 per hour
Associate Planner	\$99 per hour
Support Staff	\$76 per hour
Grants Administration*	
Grants Administration Specialist	\$84 per hour
Non-profit / Government Rate	\$95 per hour
For Profit Rate	\$105 per hour
Support Staff	\$76 per hour
Housing Rehab Services*	
Housing Rehab Specialist	\$84 per hour
Project Manager	\$97 per hour
Economic Development Services*	
Development Director	\$141 per hour

*(Any contracts that exceed a 1 -year period shall be charged at the above rates plus 5%.)

GIS/Data Services

Transportation Services	
Transportation Director	\$151 per hour
GIS Services	
Member Rate	\$103 per hour
Non-profit / Government Rate	\$120 per hour
For Profit Rate	\$151 per hour

Exhibit A

Modeling Services	
Member Rate	\$130 per hour
Non-profit / Government Rate	\$146 per hour
For Profit Rate	\$168 per hour

Loan Program Services

SBA Loans / Administration of Revolving Loan Programs	
Program Manager	\$148 per hour
Loan Officer	\$109 per hour
Servicing Specialist	\$90 per hour
 Loan Underwriting, packaging and Closing Services Minimum Fee - \$1500	 1.5 % of Loan Amount,
 3 rd Party Costs	 Direct Charge

Copy and Plot Charges

Black and White Copies	\$.25 per page
Color Copies	\$.75 per page
Oversized black and white or color copies	\$1.25 per page

Regular Plots

A (8 1/2 x 11), B (11 x 17)	\$ 3 Each
C (17x22), D (22x34)	\$25 Each
E (34x44)	\$45 Each
For oversize plots, \$45 plus \$4.32 per additional square foot	

Image Plots

A (8 1/2 x 11), B (11 x 17)	\$ 6 Each
C (17x22), D (22x34)	\$37 Each
E (34x44)	\$67 Each
For oversize plots, \$67 plus \$6.48 per additional square foot	

Affiliate and Business Partner Rates

	Individual / Non-Profit Affiliate	For-Profit Business Partner
Cost	\$500	\$500
Eligibility	Non-profit regional organizations and statewide intergovernmental associations that either have government representation on their boards	Any for-profit Business that does business with the public entities that make up membership in the COG.

Exhibit A


	(i.e. SEDCOR, Travel Salem, LOC, AOC, OSBA) or that partner with the COG in the delivery of its programs and services (i.e. Boys and Girls Club) This category would also be available to individuals in organizations who work regularly with the COG (i.e. Regional Solutions Coordinator).	
Scope of Services	Affiliates would receive all COG publications, member pricing for training and events, and member rates for fee-for-service programs that were also offered to non-member entities (i.e. GIS, transportation modeling, etc.).	Business Partners would receive all COG publications, member pricing for training and events, and member rates for fee-for-service programs that were also offered to non-member entities (i.e. GIS, transportation modeling, etc.)

ADOPTED by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 21st Day of March 2023.

ATTEST



 Lisa Leno, Chair
 COG Board of Directors



 Scott Dadson
 Executive Director