

## RESOLUTION No. 556-22

**A RESOLUTION APPROVING A CONTRACT FOR LAND USE PLANNING SERVICES WITH THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS. Repeals Resolution No. 527-21.**

**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, 2022 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, 2022 through June 30, 2023, 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 14<sup>th</sup> day of June 2022 by the vote of 6 ayes and 0 nays.

**DATE:** June 14, 2022

  
Rick Olmsted, Mayor

**ATTEST** by City Manager this 14<sup>th</sup> day of June, 2022

  
Eric Underwood, City Manager

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**CONTRACT**

**LAND USE PLANNING SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2022 by and between the CITY OF DONALD, OREGON, a municipal corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("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, the CITY and COG do hereby agree as follows:

A. COG Responsibilities

1. COG shall provide an experienced land use planner to assist the CITY in processing land use actions, zone code revisions and other related activities which may be requested by the CITY.
2. COG shall provide to CITY mapping, graphics and document production services related to work requested by CITY under paragraph A.1.
3. On a case by case basis only, COG may agree to provide to City legal services as requested by City related to work under paragraph A.1. Any request for representation shall be evaluated by COG involving its General Counsel to determine whether the specific requested legal service can be provided.
4. COG shall provide monthly billing statements.

B. CITY Responsibilities

1. CITY agrees to engage COG as a provider of land use planning consulting services.
2. CITY agrees to pay for land use planning services under paragraph A.1. at a rate of \$94.00 per hour for a land use planner, \$103.00 per hour for a GIS mapping analyst, \$177.00 per hour for legal services, and \$71.00 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.
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.

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, 2023, 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. The 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. Unless requested by the City that the COG provide legal services, 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 the 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 the CITY's viewpoint at public hearings regarding a dispute between the CITY and the County or another city. COG will provide support and information as appropriate (including research and staff reports) to aid the CITY in making its arguments.

IN WITNESS WHEREOF, COG and the 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**

By:   
\_\_\_\_\_  
Scott Dadson, Executive Director

**CITY OF DONALD**

By:   
\_\_\_\_\_

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 2022-05**

**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, 2022, and ending June 30, 2023, unless sooner amended:

Member Services

Recruitment Services:

<u>Population</u>	<u>Fee</u>
Up to 1,000	\$7,280
1,001 to 5,000	\$9,360
Over 5,000	\$12,480
Non-member Gov't Entities	\$18,720

Background Check Services	\$520/background check
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Legal Services

General Counsel Services	\$177 per hour
Hearings Officer Services	\$195 per hour

Strategic Planning / Goal Setting

Evening / Half Day	\$1,560
One Day (8 Hours)	\$3,120
Evening Plus Full Day (10 Hours)	\$3,640

Miscellaneous Technical Services

Executive Director	\$187 per hour
Support Staff	\$71 per hour

Exhibit A

Finance Services	
Finance Director	\$123 per hour
Fiscal Assistant	\$90 per hour

Community Development Services

Land Use Planning (small cities)*	
Senior Planner	\$96 per hour
Associate Planner	\$94 per hour
GIS Analyst	\$103 per hour
Support Staff	\$71 per hour

Grants Administration*	
Grants Administration Specialist	\$82 per hour
Non-profit / Government Rate	\$90 per hour
For Profit Rate	\$96 per hour
Support Staff	\$71 per hour

Housing Rehab Services*	
Grants Administration Specialist	\$82 per hour

Economic Development Services*	
Development Director	\$135 per hour
Senior Planner	\$96 per hour
Associate Planner	\$94 per hour
GIS Analyst	\$103 per hour
Support Staff	\$71 per hour

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

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

Exhibit A

Loan Underwriting, packaging and Closing Services 1.5 % of Loan Amount, Minimum Fee - \$1500

3rd Party Costs Direct Charge

Copy and Plot Charges

Black and White Copies \$.25 per page
Color Copies \$.75 per page
(sizes to 8 1/2 x 14, single or double-sided)
Oversized color copies \$1.00 per page
(size 11x17, single sided only)
Oversized color copies, double sided \$1.25 per page
(size 11x17)

Regular Plots

A (8 1/2 x 11) \$ 2 Each
B (11 x 17) \$ 3 Each
C (17x22) \$24 Each
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) \$ 4 Each
B (11 x 17) \$ 6 Each
C (17x22) \$36 Each
D (22x34) \$37 Each
E (34x44) \$67 Each
For oversize plots, \$67 plus \$6.48 per additional square foot

ADOPTED by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 15th Day of March 2022.

Signature of Sal Peralta

Sal Peralta, Chair
COG Board of Directors

ATTEST

Signature of Scott Dadson

Scott Dadson
Executive Director