

## **City Council Action Item Cover Sheet**

DATE: February 6, 2019

### **Agenda Item:**

OCWCOG Intergovernmental Agreement (IGA) for Planning

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### **Question Before Council:**

Consideration of IGA

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### **Person/Group Initiating Request:**

City Manager

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### **Item Summary/Background:**

As a member of OCWCOG, the City Manager met with the Community and Economic Development Director on Thursday, January 17. The City Manager & Director discussed some of the offerings OCWCOG could provide; such as, code review, ordinance drafting, meeting facilitation, and signage plans.

The City Manager believes it would be useful to share resources for the City and have the potential to supplement existing resources. The Director stated that they are trying to enter into general IGA's with Cities. With a general IGA in place, if we need them, we can call upon them and they can start work. If we don't need them, then the IGA is never implemented.

Upon discussion, the City Manager recommends Council consider moving to direct the City Manager to engage OCWCOG to enter into a general IGA.

**CITY OF YACHATS**  
**RESOLUTION NO. 2019-58**

**WHEREAS**, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of their legal functions; and

**WHEREAS**, this agreement shall be for the purpose of providing general planning services to the City of Yachats on an as needed basis to address the demand for land use, code review, comprehensive plan updates, property development, Lincoln County permitting, GIS and similar planning efforts; and

**WHEREAS**, the parties agree that they have the authority to execute this Cooperative Intergovernmental Agreement pursuant to ORS 190.010; and

**WHEREAS**, the City Council discussed the document and authorized the City Manager to sign on behalf of the City:

**NOW THEREFORE**, the City of Yachats resolves

The City Manager is authorized to sign the Intergovernmental Agreement with Oregon Cascades West Council of Governments (OCWCOG) on behalf of the City of Yachats; a copy of which is attached and marked as "Exhibit A".

**This Resolution is effective as of February 6, 2019.**

Attest:

\_\_\_\_\_  
W. John Moore, Mayor

\_\_\_\_\_  
Shannon Beaucaire, City Manager



## Community and Economic Development

1400 Queen Avenue SE, Suite 205 • Albany, Oregon 97322  
(541) 967-8551 • FAX (541) 967-4651 • TTY/TDD 711

### Planning Services - 2019

The Oregon Cascades West Council of Government's Community and Economic Development Department provides a variety of planning services, including, but is not limited to, the following:

#### Current Planning Services

*Application processing; code and regulatory review; staff report preparation; and presentations to councils and commissions.*

#### Long-Range Planning Services

Comprehensive plan updates and amendments, zoning code amendments, urban growth boundary adjustments, transportation system plans, wayfinding and signage plans, parks and recreation master plans, public meeting facilitation, and scenario planning.

#### Mapping and Database Management

Geographic Information System (GIS) database development, database management and hosting, mapping services, and spatial analysis.

#### Technical Assistance & Consultation

Grant writing, grant application review, regional coordination, research, policy review and drafting, and ordinance drafting.

#### Community Outreach & Engagement

Survey drafting and implementation, public outreach, public meeting facilitation, and workshop facilitation.

#### Disaster and Resilience Planning

Disaster and mitigation planning, resilience and recovery planning, business continuity and preparation, and natural hazard mitigation plans.

If you would like more information regarding Oregon Cascades West Council of Governments Planning Services, please contact Phil Warnock, Community and Economic Development Director, at [pwarnock@ocwcoq.org](mailto:pwarnock@ocwcoq.org) or (541) 924-8474.

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**MEMBER GOVERNMENTS — COUNTIES:** Benton, Lincoln and Linn **CITIES:** Adair Village, Albany, Brownsville, Corvallis, Depoe Bay, Halsey, Harrisburg, Lebanon, Lincoln City, Lyons, Millersburg, Monroe, Newport, Philomath, Scio, Siletz, Sweet Home, Tangent, Toledo, Waldport, Yachats **OTHER:** Confederated Tribes of Siletz, and Port of Newport

Oregon Cascades West Council of Governments is an Equal Opportunity Lender, Provider and Employer

# **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. CITY 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 as needed basis to address the demand for land use, code review, comprehensive plan updates, property development, Lincoln County permitting, GIS and similar planning efforts. [Work Plan can be added as an Exhibit]

### **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 provide workspace and equipment for onsite performance of planning activities as requested.
- D. 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 onsite staffing during hours negotiated with the CITY and additional planning support hours from the OCWCOG offices.
- D. OCWCOG shall track time spent on planning tasks and bill corresponding tasks with brief description of the work accomplished.

### SECTION 4. PROVISIONS

- A. Contract Period: This agreement shall be effective on February 1, 2018 and shall terminate on June 30, 2021, unless this agreement is hereafter modified in writing.
- B. Payment: OCWCOG will submit a quarterly invoice to the CITY for work outlined in the Scope of Work. The quarterly not-to-exceed amount is \$3,000.00. Compensation shall be paid within thirty days of completion of deliverables.

Requests for work not described above can be accommodated at a rate of \$2019 Rates TBD per hour. Compensation shall be paid for actual time and materials. Authorization by the CITY for additional work will be communicated in writing. Requests for services will be made to: Phil Warnock, 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. 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.
- L. 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:

\_\_\_\_\_  
Fred Abousleman  
Executive Director  
Oregon Cascades West  
Council of Governments  
1400 Queen Ave SE Ste 201  
Albany, OR 97322

\_\_\_\_\_  
Shannon Beaucaire  
City Manager  
City of Yachats  
PO Box 345  
Yachats, OR 97498

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

## **City Council Action Item Cover Sheet**

DATE: February 6, 2019

### **Agenda Item:**

OCWCOG Intergovernmental Agreement (IGA) for Financial Services

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### **Question Before Council:**

Consideration of IGA

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### **Person/Group Initiating Request:**

City Manager

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### **Item Summary/Background:**

Judy Richter resigned from the city February 1, 2019 for a fantastic opportunity for her.

As a member of OCWCOG, we can receive financial services through the attached IGA. This allows the City to maintain financial services while determining the best route to for the city's future.

The monthly amount proposed is at a cost savings of the current position.

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Upon discussion, the City Manager recommends Council move to direct the City Manager to sign the OCWCOG IGA for financial services.

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**CITY OF YACHATS**  
**RESOLUTION NO. 2019-59**

**WHEREAS**, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of their legal functions; and

**WHEREAS**, this agreement shall be for the purpose of OCWCOG finance staff to provide financial services to the City of Yachats; and

**WHEREAS**, the parties agree that they have the authority to execute this Cooperative Intergovernmental Agreement pursuant to ORS 190.010; and

**WHEREAS**, the City Council discussed the document and authorized the City Manager to sign on behalf of the City:

**NOW THEREFORE**, the City of Yachats resolves

The City Manager is authorized to sign the Intergovernmental Agreement with Oregon Cascades West Council of Governments (OCWCOG) on behalf of the City of Yachats; a copy of which is attached and marked as "Exhibit A".

**This Resolution is effective as of February 6, 2019.**

Attest:

\_\_\_\_\_  
W. John Moore, Mayor

\_\_\_\_\_  
Shannon Beaucaire, City Manager

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG)**  
**and**  
**CITY OF YACHATS, OREGON (CITY)**  
**For**  
**FINANCIAL SERVICES**

This Agreement is made and entered into upon execution by and between City of Yachats, Oregon, 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 the services of Financial 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 OCWCOG finance staff to provide financial services to the City of Yachats. These services are outline in the responsibility sections below and a more defined list in Attachment A.

**SECTION 2. OCWCOG RESPONSIBILTY**

1. Have OCWCOG Finance Department staff available to complete the financial daily operations of the CITY. OCWCOG staff will be on site at a minimum two (2) business days a week and as needed for urgent items. There may be times OCWCOG staff will not be on site but working remotely due to scheduling restrictions, however will be completing the required work for the CITY. It is also understood that this work will require access and understanding of the financial software utilized by the CITY.

2. Indicate specified requirements, approve anticipated schedules and activities (in coordination with OCWCOG) to maintain financial capacity for the CITY.
3. Coordinate necessary dates and timelines as related to financial services, reporting and other requirements.
4. Allow remote and on site access to CITY's accounting software and records with the full understanding that confidentiality and respect regarding the information will be exercised by OCWCOG staff.
5. It is also understood that this work will require access and understanding of the financial software utilized by the CITY.
6. Provide a safe work environment for OCWCOG staff to complete work on site.
7. Pay for services rendered for the contract period.

#### **SECTION 4. PROVISIONS**

- A. Contract Period: This agreement shall be effective on February 1, 2019 and shall terminate on January 31, 2021, unless this agreement is hereafter modified in writing.
- B. Payment: The parties agree that the work involved under this agreement requires OCWCOG to allocate substantial time and resources at the beginning of the process. CITY agrees to pay OCWCOG for time, travel and lodging for the period of this contract.

Starting February 1, 2019, CITY agrees to pay OCWCOG the sum of \$6,500.00 monthly, all mileage expense and all lodging cost. OCWCOG to provide monthly invoice at the beginning of each month, due within 30 days.

- C. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require sixty (60) 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

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.

- L. 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. Agreement in Full & Amendments: This writing and the attached exhibits constitute the entire and final contract between the parties. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties. Initial Here \_\_\_\_\_

Signed:

\_\_\_\_\_  
Fred Abousleman  
Executive Director  
Oregon Cascades West  
Council of Governments  
1400 Queen Ave SE Ste. 201  
Albany, OR. 97322

\_\_\_\_\_  
Shannon Beaucaire  
City Manager  
City of Yachats  
PO Box 345  
Yachats, OR. 97498

Date: \_\_\_\_\_

Date: \_\_\_\_\_