

MEMORANDUM

TO: Mayor and City Council

FROM: Faye Stewart, Public Works & Development Director

SUBJECT: INTERGOVERNMENTAL AGREEMENT BETWEEN CITIES OF COTTAGE GROVE AND DRAIN REGARDING PLANNING SERVICES

DATE: September 21, 2022

Background

On August 24, 2022 the Eric Mongan, City Planner, and Faye Stewart, Public Works & Development Director, met with Jeni Stevens, Drain City Administrator, to discuss providing planning services to Drain. They currently have a contract with a third party to provide planning services. City Administrator Stevens reviewed the current planning provider's service and has decided to look for another provider. She was recommended to contact Cottage Grove as we provide building and flood plain services to other cities.

After reviewing Drain's past work load, types of planning applications, and current development code City Planning staff believe they could provide the needed planning services to the City of Drain and not impact Cottage Grove's planning responsibilities and timely response to applications.

City Legal Counsel has prepared an IGA to provide planning services to the City of Drain for City Council to consider. Services provided to Drain will be compensated quarterly as shown in Section 3 of the IGA.

Recommendation

Staff recommends City Council approve the IGA between the City of Cottage Grove and Drain and direct the City Manager to sign the agreement.

Cost

None


Richard Meyers, City Manager


Faye Stewart, Public Works &
Development Director

INTERGOVERNMENTAL AGREEMENT FOR PLANNING SERVICES

BETWEEN: City of Cottage Grove (Cottage Grove)

AND: City of Drain (Drain)

EFFECTIVE DATE: _____.

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 both parties.
- C. Cottage Grove and Drain desire to enter into an Agreement on the terms and conditions set forth herein and in the attached Exhibit A, Planning Services Program.

AGREEMENT

- 1. **Duration.** The term of this Agreement will extend for one (1) year from the Effective Date, at which point it shall automatically renew for successive one (1) year terms unless and until either party provides at least [sixty] 60 days' written notice to the other party of its intent to terminate this Agreement. Termination of this Agreement shall not affect any obligations or liabilities accrued to the parties prior to such termination.
- 2. **Services to be Provided.** Cottage Grove agrees to provide services to Drain as outlined in the attached Exhibit A, Planning Services Program ("Work"), which is incorporated herein by this reference.
- 3. **Compensation.** On a quarterly basis (by July 31, October 31, January 31, and March 31), Drain shall remit payment to Cottage Grove in the amount of \$3,750.00 (\$15,000/year) as outlined in the attached Exhibit A while this agreement remains in effect.
- 4. **Additional Drain Obligations.** In addition to its obligations under Section 3 of this Agreement, Drain shall:
 - a. Maintain detailed financial records of all applications and fees received in the operation of Drain's Planning Services Program.
 - b. Provide Cottage Grove Planning Program Service providers space to

meet with applicants, store files and plans, and provide necessary clerical support for the provision of Planning Program Services.

- c. Cooperate with Cottage Grove in all manners requested or required to ensure that Work can be performed in compliance with all applicable land use laws and regulations.
- 5. **Termination.** Either party may terminate this Agreement, without cause, upon sixty (60) days' prior written notice delivered to the persons designated to receive notice under Section 13 of this Agreement.
- 6. **Amendments.** This Agreement may only be modified by written amendment signed by both parties.
- 7. **Administration.** Each party designates the following persons 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 Section 13.

For Cottage Grove:

For Drain:

Name: Eric Mongan

Name: Jeni Stevens

Title: City Planner

Title: City Administrator

- 8. **Records/Inspection.** The parties shall each maintain its records relating to this Agreement, including its costs and expenses under this Agreement, as required by Oregon public records law and for a period of not less than three full fiscal years following completion of this Agreement. Upon reasonable advance notice provided pursuant to Section 13, 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.
- 9. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, the parties hereto agree 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.
- 10. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. If the dispute remains unresolved, 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 Douglas County, 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 Douglas County, Oregon.
- 11. No Waiver of Claims.** The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or any other provision of this Agreement.
- 12. 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.
- 13. Subcontracting.** Cottage Grove shall not subcontract the Work under this Agreement, in whole or in part, without Drain's prior written approval. Cottage Grove shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all of Cottage Grove's obligations specified in this Agreement. Notwithstanding Drain's approval of a subcontractor, Cottage Grove shall remain obligated for full performance of this Agreement and Drain shall incur no obligation to any subcontractor.
- 14. 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.
- 15. Compliance With Laws.** The parties 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.
- 16. 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 representatives identified in Section 7 of this Agreement.
- 17. 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.

18. Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

COTTAGE GROVE:

DRAIN:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Planning Services Program

- A. Purpose. The City of Cottage Grove Planning Services Program is a service that provides complete Land Use Planning, Development, and Floodplain Administration services to the City of Drain, Oregon.
- B. Staff. The Planning Services Program is staffed by the City Planner/Floodplain Administrator and Assistant Planner for the City of Cottage Grove.
- C. Compensation. Compensation for planning services shall be a flat fee of \$15,000 per year to be paid quarterly. The amount represents the actual cost to Cottage Grove to provide planning services to Drain.
1. The fee is calculated using the hourly rates for the City Planner/Floodplain Administrator and Assistant Planner at five hours of work per week.
 - a. The City Planner/Floodplain Administrator's rate for the services to be provided to Drain under this Agreement is \$62.00 per hour.
 - b. The Assistant Planner's rate for the services to be provided to Drain under this Agreement is \$52.00 per hour.
- D. Services.
1. Administration of the City of Drain Comprehensive Plan.
 2. Administration of the City of Drain Development Ordinance.
 - a. Current Planning Activities – ministerial, administrative, and quasi-judicial applications.
 - b. Long-Range Planning – legislative applications, masterplans, special projects, and plan amendments.
 3. Staffing of the Drain Planning Commission.
 4. Attendance at City Council Meetings (when requested).
 5. Advise Mayor, Council, and City Administrator regarding Land Use.
 6. Pre-Application/Pre-Construction Meetings.
 7. Site visits (when requested or necessary).
 8. Communication with relevant agencies regarding land use and/or floodplain administration (DLCD, FEMA, Douglas County).
 9. Train Drain staff regarding State of Oregon Land Use Laws and Regulations for the purpose of providing timely quality customer service and approval of ministerial applications.
 10. Answer questions regarding land use by phone, email, or in person (Drain City Hall or onsite).
- E. Availability.
1. Planning staff will be available during the regular business hours of the City of Cottage Grove and, upon request, scheduled meetings of the City Council and the Planning Commission. Planning staff's attendance at City

Council meetings must be requested at least two weeks in advance, in writing.

2. Planning staff's attendance at site visits must be requested 48 hours in advance, in writing.

F. Duties.

1. Adherence to all relevant local, State, and Federal Laws and Regulations.
2. Provide professional land use planning services within the adopted Drain Comprehensive Plan, Drain Development Ordinance, and the Oregon Statewide Planning Goals.
3. Establish and maintain a relationship with City staff, Mayor and Council, Planning Commissioners, and the residents of the City of Drain to provide excellent customer service related to the administration of land use in the City of Drain.
4. Provide monthly reports to Mayor, Council, and the City Administrator showing services provided in that period.
5. Provide contemporaneous notes regarding all topics/questions/concerns answered/addressed to the City Administrator no less than weekly.
6. Maintain records in accordance with Oregon Records Law.

G. Requesting Services (Special Projects):

1. Drain shall request planning services by contacting Eric Mongan, City Planner and providing the following information:
 - a. The service(s) requested;
 - b. The timeline for receiving the service(s); and
 - c. Any additional relevant information.