



REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: February 13, 2024			
Ordinance <input type="checkbox"/>	Resolution <input type="checkbox"/>	Motion X	Information <input type="checkbox"/>
Date Prepared: 2-7-24		Dept.: City Manager's Office	
SUBJECT: IGA for Planning Services		Contact Person for this Item: Melissa Bethel, City Manager, bethelm@grantcounty-org.gov 541 575 0028 ex 4224	

SUBJECT: Approval of IGA with Lane Council of Governments (LCOG) for planning services

BACKGROUND:

Previously, the City of John Day was contracting planning services with Brock Eckstein of Laura Eckstein Law, LLC. On December 21, 2023 Laura Eckstein informed the City the firm would no longer provide services effective immediately. The City must provide planning services and most applications are required to be approved within 120 days.

Until budget constraints are known regarding hiring a planner, staff feels the best alternative is to contract with LCOG for planning services.

FINANCIAL IMPACT:

LCOG services range from \$99 - \$139.70/hr. Planning services with Eckstein firm averaged \$200/hr.

ATTACHMENTS:

LCOG Brochure
Draft IGA and scope of work

INTERGOVERNMENTAL AGREEMENT

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

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

EFFECTIVE DATE: Upon Execution

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 Exhibit 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 July 31, 2024, 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 application, and long-term planning with regard to corrections and updates to Codes and Plans, and related technical services. Scope of Work for current planning services is outlined in **Exhibit 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. The total cost of this agreement shall not exceed \$25,000.
- 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 John Day
Melissa Bethel
City Manager
450 East Main Street
John Day, OR 97845
Ph: (541) 575-0028
bethelm@grantcounty-or.gov

- 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 John Day

By: _____
Brenda Moore, Executive Director

By: _____
Melissa Bethel, City Manager

Date: _____

Date: _____

Exhibit A
 Scope of Work, Division of Labor, and Billing Rates

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

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 John Day development code, assisting in any legislative post acknowledgement planning actions, providing planning assistance to City staff as requested.

Because of distances between LCOG offices and John Day, all work is to be performed remotely and via teleconference or other remote technology abilities.

Non-LCOG member billing rates range from \$99 to \$139.70 an hour depending on classification of staff. Most of the work performed is expected to be in the lower range.

Services are to be provided until July 31, 2024, unless mutually agreed to continue for a further period of time.

What is a COG?

A Council of Governments is a voluntary association of cities, counties and special purpose districts within a region. COGs serve as regional planning, coordination, program development and service delivery organizations in local communities across the nation. Local issues often cross jurisdictional boundaries and can be most effectively addressed by communities working together within a regional forum.

Councils of Governments solve area-wide problems. COGs are designed to help the public sector operate more efficiently and effectively through the pooling of resources so that communities accomplish more than they could individually.

In Lane County, Oregon, the advantages of cooperation and joint ventures between local governments were recognized in the mid-1940s. LCOG has no taxing or ordinance authority; rather, it conducts its work at the direction and with the voluntary participation of its member agencies. Thirty-five governments and agencies are members of LCOG.

**Serving
Lane County
Since 1945**



LCOG
859 Willamette St.
Suite 500
Eugene, OR 97401
541-682-4283

Senior & Disability Services
1015 Willamette St.
Eugene, OR 97401
541-682-4038

Aging & Disability Resource
Connection (ADRC)
541-682-3353

www.lcog.org

[@lane_cog](https://www.instagram.com/lane_cog)

Lane Council of Governments

*Coordinate, Connect & Enhance:
Providing a wide range of services to
the public and public agencies
consistently and without bias.*



Our Member Governments and Agencies

- City of Coburg
- City of Cottage Grove:
- City of Creswell
- City of Dunes City
- City of Eugene
- City of Florence
- City of Junction City
- City of Lowell
- City of Oakridge
- City of Springfield
- City of Veneta
- City of Westfir
- Emerald People's Utility District
- Eugene Water and Electric Board
- Fern Ridge Library District
- Heceta Water PUD
- Junction City RFPD
- Lane Community College
- Lane County
- Lane Education Service District
- Lane Library District
- Lane Transit District
- Port of Siuslaw
- Rainbow Water and Fire District
- River Road Park and Recreation District
- School District 19
- School District 4J
- School District 40
- School District 45J3
- School District 52
- School District 68
- Siuslaw Public Library District
- Siuslaw Valley Fire and Rescue
- Western Lane Ambulance District
- Willamalane Park and Recreation District

SERVICES

GOVERNMENT SERVICES

- Planning
- Public Agency Network (PAN) & Regional Fiber
- Natural Resources
- Legal Services
- Grant Services
- Community Safety
- Transportation
- Economic Development
- Geographic Information Systems Services and RLID
- Telecommunications
- Information Services
- Metro Television
- Human Resources/Labor Law



SENIOR & DISABILITY SERVICES

S&DS is responsible for planning and administering programs and services for older people and those with disabilities in Lane County.

- Senior Connections
- Aging and Disability Resource Connection (ADRC)
- Senior Meals Program (Meals on Wheels and Cafe 60)
- Oregon Money Management Program
- Senior Law Program
- Living Well Workshops
- Oregon Project Independence
- Oregon Health Care Plan & SNAP (Food Stamps)
- Facilities Case Management
- Transition and Diversion
- In-Home/Community Based Care
- Adult Foster Homes
- Adult Protective Services