

**RESOLUTION No. 19/20-22  
CITY OF DAYTON, OREGON**

*A Resolution Approving a Contract for Land Use Planning Services with the Mid-Willamette Valley Council of Governments, July 1, 2020 through June 30, 2021.*

**WHEREAS**, the City of Dayton currently has no City Planner on staff and wishes to contract for professional planning services for fiscal year 2020-2021; and

**WHEREAS**, the Mid-Willamette Valley Council of Governments (hereinafter called "MWVCOG") a voluntary intergovernmental association of which the City of Dayton is a member, can provide land use planning services on a contract basis under the provisions of ORS 190.010;

**The City of Dayton resolves as follows:**

- 1) **THAT** the City Manager is hereby authorized to execute the Contract for Land Use Planning Services (attached hereto as Exhibit A and by this reference incorporated herein) on behalf of the City, which will be bound by its terms;
- 2) **THAT** this resolution shall become effective immediately upon adoption.

**ADOPTED** this 15th day of June 2020.

**In Favor:** Collins, Holbrook, Mackin, Marquez, Price, Wytoski


**Opposed:** None

**Absent:** Sandoval-Perez

**Abstained:** None

  
\_\_\_\_\_  
Elizabeth Wytoski, Mayor

6/16/2020  
\_\_\_\_\_  
Date of Signing

**ATTESTED BY:**  
  
\_\_\_\_\_  
Patty Ringnalda, City Recorder

6/15/2020  
\_\_\_\_\_  
Date of Enactment

**Attachment - Exhibit A**

## EXHIBIT A

### CONTRACT

#### LAND USE PLANNING SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2020 by and between the CITY OF DAYTON, 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. COG shall provide to City legal services as requested by City related to work under paragraph A.1.
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 as indicated in the attached Exhibit A - COG Board approved fee schedule, 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, 2021 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 Contract


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:   
Renata Wakeley, Acting Executive Director

**CITY OF DAYTON**

By:   
6/14/2020

BEFORE THE BOARD OF DIRECTORS  
FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

Exhibit A

In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

**RESOLUTION 2020-05**

**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, 2020, and ending June 30, 2021, unless sooner amended:

<u>Member Services</u>	
Recruitment Services:	
<u>Population</u>	<u>Fee</u>
Up to 1,000	\$7,000
1,001 to 5,000	\$9,000
Over 5,000	\$12,000
Non-member Gov't Entities	\$18,000
Background Check Services	\$500/background check
Legal Services	
General Counsel Services	\$165 per hour
Hearings Officer Services	\$185 per hour
Strategic Planning / Goal Setting	
Evening / Half Day	\$1,500
One Day (8 Hours)	\$3,000
Evening Plus Full Day (10 Hours)	\$3,500
Miscellaneous Technical Services	
Executive Director	\$175 per hour
Support Staff	\$62 per hour

Community Development Services

Land Use Planning (small cities)*	
Senior Planner	\$90 per hour
Associate Planner	\$87 per hour
GIS Analyst	\$95 per hour
Support Staff	\$62 per hour
Grants Administration*	
Grants Administration Specialist	\$76 per hour
Non-profit / Government Rate	\$85 per hour
For Profit Rate	\$90 per hour
Support Staff	\$62 per hour
Housing Rehab Services*	
Grants Administration Specialist	\$76 per hour
Economic Development Services*	
Development Director	\$120 per hour
Senior Planner	\$90 per hour
Associate Planner	\$87 per hour
GIS Analyst	\$95 per hour
Support Staff	\$62 per hour

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

GIS/Data Services

GIS Services	
Member Rate	\$95 per hour
Non-profit / Government Rate	\$110 per hour
For Profit Rate	\$140 per hour
Modeling Services	
Member Rate	\$115 per hour
Non-profit / Government Rate	\$130 per hour
For Profit Rate	\$150 per hour

Loan Program Services

SBA Loans / Administration of Revolving Loan Programs	
Program Manager	\$142 per hour
Loan Officer	\$104 per hour
Servicing Specialist	\$85 per hour
Loan Underwriting, packaging and Closing Services Minimum Fee - \$800	1.5 % of Loan Amount,
Loan Servicing and Reporting	\$2,000 annually

**ADOPTED** by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 17th day of March, 2020.