

## RESOLUTION No. 504-20

### A RESOLUTION APPROVING A CONTRACT FOR LAND USE PLANNING SERVICES WITH THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS. Repeals Resolution No. 478-19.

**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 intergovernmental contracts with prior approval from the Donald City Council; and

**WHEREAS**, the City of Donald's contract expires June 30, 2020 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 such agreement; and

#### **NOW, THEREFORE, BE IT RESOLVED 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, 2020 through June 30, 2021, which is attached hereto and by this reference incorporated herein.

**PASSED and ADOPTED** by the City Council of the City of Donald at their regular meeting on this 9<sup>th</sup> day of June 2020 by the vote of 7 ayes and 0 nays.

**DATE:** June 9, 2020

  
Brad Oxenford, Mayor

**ATTEST** by City Manager this 9<sup>th</sup> day of June, 2020

  
Heidi Bell, City Manager

## **CONTRACT**

### **LAND USE PLANNING SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2020 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. 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 DONALD**

By: 