

INTERGOVERNMENTAL AGREEMENT
Between the City of Tillamook and the Columbia River Estuary Study Taskforce
For Planning Support Services

This Intergovernmental Agreement is entered into on the last date signed below, by and between the CITY OF TILLAMOOK, an Oregon municipal corporation ("City"), and the COLUMBIA RIVER ESTUARY STUDY TASKFORCE, an Oregon council of governments ("CREST"), pursuant ORS chapter 190 and the City's home rule charter authority.

RECITALS

WHEREAS, the Legislature of the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purposes of furthering economy and efficiency in local government;

WHEREAS, ORS Chapter 190 authorizes local governments to enter into agreements such as this for the performance of any functions and activities that a local government has authority to perform;

WHEREAS, the City has set aside planning funds for current and long-term planning projects;

WHEREAS, the City needs planning services described in Exhibit A;

WHEREAS, CREST can provide said planning services to City;

WHEREAS, the parties agree that sharing services promotes cost effective and efficient use of public resources; and

WHEREAS, the parties desire to enter into an intergovernmental agreement sharing such services and public resources.

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the promises and mutual benefits and advantages accruing to each, the parties agree as follows:

1. Effective Date and Term. This Agreement shall be effective on the date it is signed by the last signatory and shall terminate on JUNE 30, 2022, unless terminated earlier by either party pursuant to Section 2.

2. Termination and Modification. This Agreement shall terminate automatically on June 30, 2022. Either party may terminate this Agreement sooner, with or without cause, by providing the other party with written notice at least 30 days prior to the effective date of termination. Upon termination of this Agreement, payment will be made for work completed and accepted to the date of termination. This Agreement may be modified only by written instrument signed by authorized representatives of both parties.

3. Obligations of CREST. CREST shall provide services as described in Exhibit A.

Day-to-day coordination of City planning activities shall be conducted primarily through the Planning Technician; the City Manager or Mayor may be consulted when necessary. All planning activities must be authorized by one of the City staff listed above. In the case of Planning compliance and enforcement, coordination with the Police Office Manager may be allowed.

CREST shall strive to minimize travel time and mileage, through careful scheduling of application reviews with the City and separate-origination planner trips to the City.

CREST shall track staff time and costs for planning activities and tasks based on City authorization, and will provide detailed billing information for planning activities and tasks to allow the City to bill applicants for actual costs to process applications.

CREST shall provide the City with a monthly invoice for services performed, which shall describe all services performed with particularity and shall itemize and explain any expenses for which CREST claims reimbursement.

4. Obligations of City. CREST and UrbanLens Planning (ULP) are partnering to provide Planning Services under this IGA. In consideration for CREST's services provided under this Planning Services IGA between City and CREST, City shall pay CREST at the rate of \$90.00 per hour for each hour worked by its employees and shall pay CREST at the rate of \$125 per hour for each hour worked by ULP.

Authorization of planning activities will be provided to CREST in writing by City staff. Authorizations will either identify the task as one to work on until it is complete or will include the specific budget for the project. If a planning task has a specific budget, once the budget limit is reached, the work will stop.

This is a variable cost contract for two years. In addition to the pass-through billings for applicants, The City's planning budget will also cover authorized planning-related tasks not associated with direct processing of land use applications. The City expects that costs directly associated with processing land use applications would be provided by each applicant.

The City will cover all travel time and costs, through the accepted government travel rate, to be included in the monthly invoice.

The City shall pay, or request further documentation if billing questions arise, within 30 days of presentment.

5. Independent Contractor.

a. All CREST personnel providing services under this Agreement shall be deemed independent contractors and not employees of City. Nothing herein shall alter the employment status of any workers providing services under this Agreement. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. City shall not be responsible for the direct payment of any salaries, wages, compensation or benefits for CREST workers performing services on behalf of City under this Agreement.

b. Neither party nor any worker performing work under this Agreement is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by the other party.

c. Each party is solely responsible for claims of its employees for damages or injuries in connection with the services provided under this Agreement and with their employment or arising under workers' compensation law.

6. Liability and Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

7. Notice of Claim. Each party shall provide to the other immediate written notice of any action, suit filed, claim made or notice of claim presented against that party for actions arising under this Agreement, regardless of whether litigation is involved.

8. Insurance. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. The City requires both CREST and ULP to carry the following insurance:

\$2 million for General Liability
\$500,000 for Auto

9. Tort Limits. This Agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300) and is contingent upon funds being appropriated therefor.

10. Attorney Fees. In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

11. No Third-Party Beneficiaries. The signatories hereto are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

12. Merger. This writing is intended both as the final expression of the Agreement between the parties with respect to the terms and subject addressed herein and as a complete and exclusive statement of the terms of the parties' Agreement.

13. CREST COVID-19 Policies. During the COVID-19 pandemic, CREST follows the guidance of the Centers for Disease Control (CDC), Oregon Health Authority (OHA) and Governor's office, and local public health authorities. CREST staff and contractors will follow CREST COVID-19 policies limiting exposure to others by working remotely; staying home if they feel sick or have a temperature; holding and attending meetings by teleconference; and if an in person meeting is necessary, appropriate social distancing and mask use are required.

IT IS SO AGREED by the parties hereto as indicated by the signatures of their authorized representatives:

CITY OF TILLAMOOK:

**COLUMBIA RIVER ESTUARY STUDY
TASKFORCE:**

By: Suzanne Weber, Mayor

By: Denise Lofman, Director

Date

Date

Exhibit A

Scope of Work

CREST and ULP shall provide planning services offered as outlined in this Intergovernmental Agreement and Scope of Work and shall meet the following general requirements.

1. Review land use applications and apply land use/flood regulations consistently for the benefit of economic and housing development, while ensuring adequate environmental and neighborhood protection in accordance with the State of Oregon Land Use law and the Code of the City of Tillamook (CCT).
2. Perform these planning services from a remote location while maintaining a schedule of accessibility at Tillamook City Hall offices when needed for meetings, appointments, public record keeping, or other mutually-agreed-upon services.
3. Facilitate and coordinate with the City's Planning Technician. The Technician will take initial counter contacts, disseminate basic planning information, receive applications and, with any needed direction from consultant, determine whether they are complete, maintain a shared calendar of internal and external meetings, maintain files and records, assign addressing, and mail/post public notices.
4. Confer with the City's Planning Technician for payments of all fees, permits, and other planning related activities requiring collection of payments. As needed, provide on-going training for Planning Technician with associated land use permitting administrative items.
5. Support the Planning Commission (PC) by providing PC meetings and workshops with relevant information necessary for PC members, applicants, and the general public to act in accordance with the CCT and State Land Use laws.
6. Manage the City's Flood Ordinance and review elevation certificates provided by property owners. Review applications for consistency with the City Flood Ordinance and compliance with Community Rating System or FEMA standards. Ensure required Post Construction Elevation Certificates are submitted to the City. *City retains responsibility for record retention in accordance with Community Rating System or FEMA record keeping standards.*
7. Consult with the City Manager to determine compliance with City zoning, subdivision, and design standard requirements when questions of interpretation arise. Should a code provision not be clear and objective or not have an interpretive precedent, CREST and ULP may refer the interpretation to the PC as per the CCT.
8. CREST and ULP shall make written recommendations to the PC for improvements to all related Ordinances.

SPECIFIC DESCRIPTION OF SERVICES

We understand that the City will provide a budget to cover planning services for the City of Tillamook within the City's Urban Growth Boundary (UGB). The expected scope of planning services provided by CREST/ULP may include the following tasks, within consideration of the City's planning budget, priority list set by City Manager and CREST/ULP team. The Proposed Budget: Summer 2020 below provides an estimated allocation of hours and levels of effort for initial work.

Items to be addressed via applicant or appellant-paid development fees (pass-through)

(may be an hourly rate or flat fee, may be based on a deposit with hours debited)

Land use application processing

- Application review for completeness
- Draft and mail public notice
- Draft staff report/review application with affected agencies
- Prepare materials for Planning Commission hearing
- Planning Commission hearing attendance
- Draft Final Order/Notice of Decision of land use decision
- Respond to Flood-zone inquiries and render Flood-zone management decisions
- Travel time/mileage for meetings in Tillamook related to a development proposal
- Respond to Public records requests related to planning.
- Staff reports associated with appeals of administrative or quasi-judicial land use decisions.

Research related items

- Zoning Clearances/Land use Compatibility Statements
- Participate in and schedule preapplication conference meetings and site plan reviews as needed with other City staff
- Wetland/Riparian Area Use permits
- Street vacation applications including scheduling conferences with City manager leading to application hand-off including any necessary maps and completeness review

Authorized items not addressed under applicant-directed fees would be responsibility of City as part of City-allocated budget.

- City applications currently in-process by Tillamook County (July 2020).
- One weekly conference with City staff: Planning Technician, and City Manager as necessary.
- Communications with Planning Technician related to training assistance.
- Weekly meetings with CREST/ULP. One weekly meeting to be held internally with CREST and ULP to discuss workload/invoicing and monthly reports.
- Planning Commission/City Council: develop agenda; discuss special topics; communicate with Chair. Provide monthly one-page Planning Status Reporting to City Council.

- Review of/recommendations on Planning Fee structure.
- Planning processes/Application templates and checklists.
- Travel time/mileage for meetings in Tillamook regarding planning activities not related to a development proposal.
- Coordinate with the County Building Department and communicate status of planning permits with the County Building Department as needed in case of any additional development permit requirements to meet conditions of approval (e.g. building permit, obtaining occupancy)
- Render Community Rating System (CRS) decisions and complete FEMA's annual CRS recertification
- Monitor, and report on, City's Natural Hazards Mitigation Plan implementation.
- Complete Portland State University survey requests after August 2020.
- Long range planning.
 - Make recommendations for streamlining and clarifying the City's land use code
 - Review with City Manager and agency staff (as appropriate) to develop list of priority tasks for long-range policy/planning updates. (BLI, Housing Analysis)
 - Provide support for a CRS Region 10 audit and any FEMA mapping process
- Other ministerial Planning duties as assigned by City Manager.

Estimated Budget: Summer 2020					
Monthly Tasks					
Task	Hours	Rate*	\$	Staff	Assumptions
Weekly meeting with City staff	4	125.00	500.00	ULP	1 hour per week; remote meeting; limit email communications
In person hearing with PC/meetings with City staff	8	107.50	860.00	EITHER	1 monthly evening meeting with PC/staff; half-day meeting following or preceding hearing day
City staff training	3	90.00	270.00	CREST	Nancy will lead
CREST/ULP coordination	3	107.50	322.50	BOTH	Cover Nancy, Robin and CREST Admin for invoicing
PC/CC	2	107.50	215.00	EITHER	Communications; chair discussions; monthly status reports
Fee research and templates	7	107.50	752.50	BOTH	Research fee structures; amend application templates
Travel for PC hearing/return	3	107.50	322.50	EITHER	
Mileage			80.87		
Estimated Monthly Total	30		\$3,233.37		

*\$107.50 rate is an average of CREST/ULP rates, the actual amounts will be higher or lower depending on which staff person is doing the work.