

**RESOLUTION NO. 09/10-47
CITY OF DAYTON, OREGON**

Title: *A Resolution Approving a Contract for Land Use Planning Services with the Mid-Willamette Valley Council of Governments, July 1, 2010 through June 30, 2011*

WHEREAS, the City of Dayton currently has no City Planner on staff and wishes to contract for professional planning services for fiscal year 2010-2011; 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 7th day of **June, 2010**.

In Favor: **Blackburn, Evers, Frank, White, Wytoski**

Opposed: **None**

Absent: **Dickson, Hensley**

Abstained: **None**

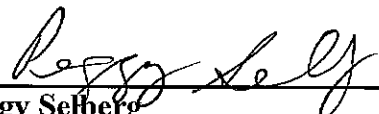


Jolie White, Mayor

6/16/10

Date of Signing

ATTESTED BY:



**Peggy Selberg
City Recorder**

6/17/2010

Date of Enactment

Attachment - Exhibit A



Mid-Willamette Valley Council of Governments

Exhibit A

105 HIGH STREET S.E. • SALEM, OREGON 97301-3667 • www.mwvcog.org
PHONE: 503-588-6177 • FAX: 503-588-6094 • email: mwvcog@mwvcog.org
An equal opportunity lender, provider, and employer

Getting things done together!

June 1, 2010

Christy Ellis, City Administrator
City of Dayton
PO Box 339
Dayton, Oregon 97114

Dear Christy,

As we near the close of another fiscal year, I am enclosing for your consideration two copies of a contract for continuing land use planning services from July 1, 2010 to June 30, 2011. Please sign and return both copies at your earliest convenience. Or, if you have questions or wish to discuss this further, please call me at 503-588-6177.

This agreement covers "current" land use planning on an as-needed, on-demand basis. This year the rate will remain \$75 per hour. The rate includes all expenses, including travel costs, and does not require a minimum number of hours. Our costs for on-demand service reflect the fact that it is much more difficult to plan and budget for this work. Most of the cities that we provide this service to are able to pass this cost on to the developers or applicants who require the planning service, either through direct billing or through the collection of fees. We would be glad to assist you with putting such a system in place if you do not already have such a means of recovering these costs.

One planning service that we will continue to provide to client cities **at no charge** is the preparation of grant applications to pay for land use planning projects. For many cities last year, COG staff was able to secure more in grant funds for planning projects than we billed for current planning work. Also, when we assign a planner to a city, they become responsible for reporting back to the rest of the COG staff on other needs that you may have such as public works improvements, transportation needs, etc., so that you can take full advantage of other COG resources that may be available.

Also enclosed is an evaluation questionnaire regarding our planning services. Please share this with members of your city council or planning commission, as you think appropriate, and send it back to me. Your feedback is critical to our efforts to monitor and improve services.

We appreciate the opportunity to provide land use planning services to you and look forward to working with you in the coming year.

Sincerely,

Ray Teasley
Community Development Director

CONTRACT

LAND USE PLANNING SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2010 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 monthly billing statements.

B. CITY Responsibilities

1. CITY agrees to engage COG as the provider of land use planning consulting services.
2. CITY agrees to pay for land use planning services under paragraph A.1. at a rate of \$75.00 per hour.
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, 2011 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

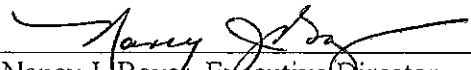
1. CITY agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the land use planning process and its products. The parties expressly recognize that the review process involves political and legal judgment entirely within the control and authority of 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.

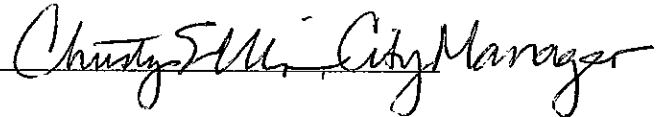
COG will provide support and information as appropriate (including research and staff reports) to aid the CITY in making its arguments.

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**

CITY OF DAYTON

By: 
Nancy J. Boyer, Executive Director

By: 
Christy Miller, City Manager