



# Contract Review Sheet

BO-4108-21 (3)

Intergovernmental Agreement #: BO-4108-21 Amendment #: 3

Contact: Krista Ulm Department: Community Services Department

Phone #: (503) 373-4447 Date Sent: Monday, October 30, 2023

Title: Beachie Creek Clerical and Administrative Support for the cities of Gates and Detroit

Contractor's Name: Mid-Willamette Valley Council of Governments

Term - Date From: January 11, 2021 Expires: June 30, 2024

Original Contract Amount: \$ 121,840.00 Previous Amendments Amount: \$ -

Current Amendment: \$ 114,574.00 New Contract Total: \$ 236,414.00 Amd% 94%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs) icitation Num

## Description of Services or Grant Award

As part of the Wildfire Recovery Program, Contractor shall assist with legal, planning, community development, and administrative support to the cities of Gates and Detroit.

Amemdment #3 extends expiration and adds funds.

Desired BOC Session Date:	<u>11/29/2023</u>	Files submitted in CMS for Approval:	<u>11/8/2023</u>
Agenda Planning Date	<u>11/16/2023</u>	Printed packets due in Finance:	<u>11/14/2023</u>
Management Update	<u>11/14/2023</u>	BOC upload / Board Session email:	<u>11/15/2023</u>
BOC Session Presenter(s)	<u>Chris Eppley</u>		

## FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: Y

## REQUIRED APPROVALS

<p>DocuSigned by: </p> <p>E4592AF8CAA542C...</p> <p>Finance - Contracts</p>	<u>11/9/2023</u>	<p>DocuSigned by: </p> <p>8DDA7D4ABED7421...</p> <p>Contract Specialist</p>	<u>11/13/2023</u>
	Date		Date
<p>DocuSigned by: </p> <p>D0CFC5B04B9F483...</p> <p>Legal Counsel</p>	<u>11/9/2023</u>	<p>DocuSigned by: </p> <p>DC16351248DE4EC...</p> <p>Chief Administrative Officer</p>	<u>11/9/2023</u>
	Date		Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

November 29, 2023

Meeting date: \_\_\_\_\_

Department: Community Services

Title: Mid Willamette Valley Council of Governments (COG) Santiam Wildfire Recovery IGA Amendment #3

Agenda Planning Date: 11/16/23 Management Update/Work Session Date: tbd Audio/Visual aids

Time Required: 5 Contact: Chris Eppley Phone: 503-566-3963

Requested Action: Approve Amendment #3 to the Intergovernmental Agreement (IGA) with COG to reallocate unspent funds within the Municipal Wildfire Assistance grant between identified line items specified in the grant through OBDD

Issue, Description & Background: In 2021, the Oregon Business Development Department (OBDD) allocated grant funding to Marion County for economic recovery from the 2020 wildfires in the Santiam Canyon. OBDD recently amended the agreement to extend the expiration date for the County to use unspent grant funds into the new biennium. To fully use these funds, the County developed a budget amendment with OBDD to reallocate unspent funds to two items specified in the original grant application where ongoing work can be done. One of those line items is the expenses associated with leasing a mobile home for the Christian Aid Ministries to base out of while they build CAM homes for wildfire victims. The other area in the original grant that can continue to expend funds is the COG line item to provide urban planning services to Detroit and Gates while they revise their development codes and process reconstruction activity. Even though shifting funds to this line item doesn't increase grant funds delivered by OBDD, it does increase our contract amount with COG, thus requiring this contract amendment.

Financial Impacts: No financial impact to the county

Impacts to Department & External Agencies: Additional funding has been added to this IGA Amendment with COG

List of attachments: COG Amendment 3, and the original executed IGA including Amendments 1-2

Presenter: Chris Eppley

Department Head Signature: [Signature] DocuSigned by: C54889DD24B041A...

## REQUEST FOR AUTHORIZATION OF CONTRACT BO-4108-21

**Date:** 10/30/23  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Krista Ulm

### I. Subject: Reinstatement

The Marion County Community Services Department is requesting approval to reinstate a contract as described in Section 10-0570 of the Marion County Public Contracting Rules. The contract is with Mid-Willamette Valley Council of Governments (COG) for Beachie Creek Clerical and Administrative Support for the cities of Gates and Detroit with a value of \$236,414.00 and upon approval will be reinstated and in full force and effect, as if it had not expired with a new expiration date of 6/30/2024.

#### A. BACKGROUND

The County has held an IGA with COG since 2021 which is funded through Oregon Business Development Department (OBDD). This agreement is for COG to provide planning support to the cities of Gates and Detroit for wildfire recovery efforts. Amendment #1 extended the expiration date for one year; and Amendment #2 extended the expiration date for 90 days while waiting for additional funding from OBDD. This Amendment #3 adds funding and extends the expiration date for an additional year.

#### B. As required by MCPCR, a concise written statement must be submitted meeting the requirements of 10-0570(1).

The OBDD amendment with additional funding for COG was executed on 9/21/23. The County's IGA with COG could not be amended until additional funding was secured by amending the grant budget to allocate unspent budget authority to the COG line item.

### II. Subject: Amendment Exceeds 25%

**DIPS CODE:** 170-50-00-737-7310-525175-071106

**Budget Authority:**  Yes  No, because funding was just secured 9/21/23.

**CIP:** n/a

The Marion County Community Services Department is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Mid-Willamette Valley Council of Governments for Beachie Creek Clerical and Administrative Support for the cities of Gates and Detroit with a value of \$121,840.00 and an additional \$114,574.00 will be added to the contract for a new contract total of \$236,414.00 upon approval. This contract amendment does not change the amount of funding provided by OBDD but reallocates funding between line items to address those areas of the grant that have not been completed yet.

A. BACKGROUND

The Oregon Business Development Department (OBDD) agreement with the County provides specific funding for wildfire recovery efforts in the Santiam Canyon.

Amendment #1 extended the expiration date for one year; and Amendment #2 extended the expiration date for 90 days while waiting for additional funding from OBDD. Amendment #3, which was executed 9/21/23, modified the budget to add additional funding for COG and extends the expiration date for one year.

B. CURRENT AMENDMENT PURPOSE

To add additional funding from OBDD. The terms of the OBDD agreement are specific to COG providing clerical and administrative support to the cities of Detroit and Gates. OBDD revised the budget in their agreement and awarded additional funds to COG to continue their ongoing support in the canyon. These funds were not available to COG in the original agreement with OBDD.

C. JUSTIFICATION

For formal procurements, indicate why the need for adding more than 25% of the total contract cost:


OBDD specifically allocated funds to COG in 2021 for wildfire recovery using the county as a pass-through organization. Then the County issued an IGA with COG to provide post-wildfire services to the Santiam Canyon. OBDD's recent amendment #3 substantially increased the amount of funding for COG which is why this agreement needs to be amended.

D. BUDGET IMPACTS


1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget?  Yes  No
2. If yes, amount \$ \_\_\_\_\_ Program / Account \_\_\_\_\_
3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:
  - a. Amount: \$ 121,840
  - b. Managed with anticipated savings– explain why and from what costing: This new allocation of funding will be included in the 1<sup>st</sup> supplemental budget.
  - c. Will require a supplemental budget request – provide the expected funding source and costing:
    - i. Funding Source: Oregon Business Development Department (OBDD)

ii. Costing: 170-50-00-737-7310-332093-071106-000

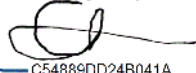
Submitted by:

DocuSigned by:  
  
6DDA7D4ABED7421...  
\_\_\_\_\_  
Krista Ulm  
Community Services Department

Reviewed by:

DocuSigned by:  
  
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\_\_\_\_\_  
Contracts & Procurement

Acknowledged by:

DocuSigned by:  
  
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\_\_\_\_\_  
Department Head

Acknowledged by:

DocuSigned by:  
  
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\_\_\_\_\_  
Jan Fritz, CAO



**AMENDMENT 3 to BO-4108-21 the  
INTERGOVERNMENTAL AGREEMENT  
between**

**MARION COUNTY and MID-WILLAMETTE VALLEY COUNCIL OF  
GOVERNMENTS**

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the “Agreement,” between Marion County “County”, a political subdivision of the State of Oregon, and Mid-Willamette Valley Council of Governments, “MWVCG” dated January 11, 2021.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

**3. TERM AND TERMINATION**

3.1 This Agreement shall be effective for the period of January 11, 2021 through June 30, 2024 ~~September 30, 2023~~ unless sooner terminated or extended as provided herein.

**4. FUNDING AND BILLING**

4.1 The total amount paid under this contract shall not exceed \$236,414 ~~\$131,740~~. Payments under this contract shall be made on an hourly fee for service basis based on the hourly rate schedules attached as Exhibit A, plus Agency administrative costs not to exceed ten percent. The MWVCG hourly rate schedule is updated annually on or around June 30 and must be provided to the County within 30 days of adoption. All invoices shall reflect the hourly rate schedule fee corresponding to the date work is performed. County will reimburse Agency for mileage at the federal rate of 0.625 per mile or the current federal mileage rate at the time of service. Agency shall submit timesheets and mileage logs as back up documentation with invoices submitted for payment.

4.2 Requests for payment shall be submitted to the County *monthly*, to the attention of: Chris Eppley ~~Melissa Rounds~~ at the following address: Marion County Community Services Department ~~Board of Commissioners~~ Office, P.O. Box 14500, Salem, OR, 97309 or to CEppley@co.marion.or.us and CSReporting@co.marion.or.us. Final invoices for services performed prior to June 30, 2021, must be submitted no later than July 22, 2021. Final invoices for services performed after June 30, 2021 are due no later than July 21, 2024 ~~July 21, 2022~~.

**11. NOTICES**

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:  
~~Scott Dadson~~ ~~Renata Wakeley~~  
100 High Street SE, Suite 200  
Salem, OR 97301

For County:  
Chris Eppley ~~Melissa Rounds~~  
P.O. Box 14500  
Salem, OR 97309

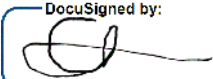
Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature:  DocuSigned by: C54889DD24B041A... 11/9/2023  
Department Director or designee Date

Authorized Signature:  DocuSigned by: DC18351248DE4EC... 11/9/2023  
Chief Administrative Officer Date

Reviewed by Signature:  DocuSigned by: D0CF5B04B9F483... 11/9/2023  
Marion County Legal Counsel Date

Reviewed by Signature:  DocuSigned by: E4592AF8CAA542C... 11/9/2023  
Marion County Contracts & Procurement Date

**MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**AMENDMENT 2 to BO-4108-21 the INTERGOVERNMENTAL AGREEMENT**

**between**

**MARION COUNTY and MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS**

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the "Agreement," between Marion County "County", a political subdivision of the State of Oregon, and Mid-Willamette Valley Council of Governments, "MWVCG" dated January 11, 2021.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**3. TERM AND TERMINATION**

3.1 This Agreement shall be effective for the period of January 11, 2021 through September 30, 2023 [June 30, 2023] unless sooner terminated or extended as provided herein.

Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES**

Authorized Signature: DocuSigned by: Jeff D White 7/24/2023  
D1ECCAACDB14CB...  
Chief Administrative Officer Date

Reviewed by Signature: DocuSigned by: Scott Norris 7/24/2023  
60C98A6F708240B...  
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by: Camber Schlag 7/24/2023  
C5B2F3DF257F444...  
Marion County Contracts & Procurement Date

**MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS**

Authorized Signature: DocuSigned by: Scott Dadson Date: 7/24/2023  
97C635EF6D504A7...

Title: Executive Director





**Marion County**  
OREGON

AMENDMENT 1 to the  
INTERGOVERNMENTAL AGREEMENT  
between

MARION COUNTY and MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

The Intergovernmental Agreement, entered into pursuant to ORS Chapter 190, as may be amended from time to time, the “Agreement,” between Marion County “County”, a political subdivision of the State of Oregon, and Mid-Willamette Valley Council of Governments, “MWVCG”, dated May 21, 2021.

The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**3. TERM AND TERMINATION**

3.1 This Agreement shall be effective for the period of January 11, 2021 through June 30, 2023 [June 30, 2022] unless sooner terminated or extended as provided herein.

**4. FUNDING AND BILLING**

4.1 The total amount paid under this contract shall not exceed \$121,840.00. Payments under this contract shall be made on an hourly fee for service basis based on the hourly rate schedules attached as Exhibit A [Exhibits A and B], plus Agency administrative costs not to exceed ten percent. County will reimburse Agency for mileage at the federal rate of 0.625 per mile [0.575 per mile]. Agency shall submit timesheets and mileage logs as back documentation with invoices submitted for payment.

**Exhibits A and B are hereby replaced with the attached Exhibit A.**

Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. The Parties certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURE**

DocuSigned by:  
 Authorized Signature: Jan Fritz Date: 6/30/2022  
DC16351248DE4EC...  
 Chief Administrative Officer

Reviewed by Signature: Jane E Vetto Date: 6/30/2022  
D0CFCSB04B9F483...  
 Marion County Legal Counsel

Reviewed by Signature: [Signature] Date: 6/27/2022  
E4592AF8CAA542C...  
 Marion County Contracts & Procurement

**MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS**

DocuSigned by:  
 Authorized Signature: Scott Dadson Date: 6/30/2022  
97C635EF8D504A7...

Title: Executive Director

BEFORE THE BOARD OF DIRECTORS  
FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

**RESOLUTION 2022-05**

**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, 2022, and ending June 30, 2023, unless sooner amended:

Member Services

Recruitment Services:

<u>Population</u>	<u>Fee</u>
Up to 1,000	\$7,280
1,001 to 5,000	\$9,360
Over 5,000	\$12,480
Non-member Gov't Entities	\$18,720

Background Check Services	\$520/background check
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Legal Services

General Counsel Services	\$177 per hour
Hearings Officer Services	\$195 per hour

Strategic Planning / Goal Setting

Evening / Half Day	\$1,560
One Day (8 Hours)	\$3,120
Evening Plus Full Day (10 Hours)	\$3,640

Miscellaneous Technical Services

Executive Director	\$187 per hour
Support Staff	\$71 per hour

## Exhibit A

<b>Finance Services</b>	
Finance Director	\$123 per hour
Fiscal Assistant	\$90 per hour

Community Development Services

<b>Land Use Planning (small cities)*</b>	
Senior Planner	\$96 per hour
Associate Planner	\$94 per hour
GIS Analyst	\$103 per hour
Support Staff	\$71 per hour

<b>Grants Administration*</b>	
Grants Administration Specialist	\$82 per hour
Non-profit / Government Rate	\$90 per hour
For Profit Rate	\$96 per hour
Support Staff	\$71 per hour

<b>Housing Rehab Services*</b>	
Grants Administration Specialist	\$82 per hour

<b>Economic Development Services*</b>	
Development Director	\$135 per hour
Senior Planner	\$96 per hour
Associate Planner	\$94 per hour
GIS Analyst	\$103 per hour
Support Staff	\$71 per hour

GIS/Data Services

<b>Transportation Services</b>	
Transportation Director	\$151 per hour

<b>GIS Services</b>	
Member Rate	\$103 per hour
Non-profit / Government Rate	\$120 per hour
For Profit Rate	\$151 per hour

<b>Modeling Services</b>	
Member Rate	\$130 per hour
Non-profit / Government Rate	\$146 per hour
For Profit Rate	\$168 per hour

Loan Program Services

<b>SBA Loans / Administration of Revolving Loan Programs</b>	
Program Manager	\$148 per hour
Loan Officer	\$109 per hour
Servicing Specialist	\$90 per hour

Loan Underwriting, packaging and Closing Services 1.5 % of Loan Amount, Minimum Fee - \$1500

3rd Party Costs Direct Charge

Copy and Plot Charges

Black and White Copies \$.25 per page
Color Copies \$.75 per page
(sizes to 8 1/2 x 14, single or double-sided)
Oversized color copies \$1.00 per page
(size 11x17, single sided only)
Oversized color copies, double sided \$1.25 per page
(size 11x17)

Regular Plots

A (8 1/2 x 11) \$ 2 Each
B (11 x 17) \$ 3 Each
C (17x22) \$24 Each
D (22x34) \$25 Each
E (34x44) \$45 Each
For oversize plots, \$45 plus \$4.32 per additional square foot

Image Plots

A (8 1/2 x 11) \$ 4 Each
B (11 x 17) \$ 6 Each
C (17x22) \$36 Each
D (22x34) \$37 Each
E (34x44) \$67 Each
For oversize plots, \$67 plus \$6.48 per additional square foot

ADOPTED by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 15th Day of March 2022.

Signature of Sal Peralta

Sal Peralta, Chair
COG Board of Directors

ATTEST

Signature of Scott Dadson

Scott Dadson
Executive Director

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MARION COUNTY and MID-WILLAMETTE VALLEY COUNCIL OF**  
**GOVERNMENTS**

**1. PARTIES TO AGREEMENT**

This Agreement between Mid-Willamette Valley Council of Governments, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

**2. PURPOSE/STATEMENT OF WORK**

The purpose of this Agreement is to establish the terms and conditions under which the Agency will assist the Cities of Detroit and Gates with administrative and legal support. These services are further described in Section 5.

**3. TERM AND TERMINATION**

3.1 This Agreement shall be effective for the period of January 11, 2021 through June 30, 2022 unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3.4 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked or not renewed.

- d. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- e. If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

#### **4. FUNDING AND BILLING**

4.1 The total amount paid under this contract shall not exceed \$121,840. Payments under this contract shall be made on an hourly fee for service basis based on the hourly rate schedules attached as Exhibits A and B, plus Agency administrative costs not to exceed ten percent. County will reimburse Agency for mileage at the federal rate of .575 per mile. Agency shall submit timesheets and mileage logs as back documentation with invoices submitted for payment.

4.2 Requests for payment shall be submitted to the County *monthly*, to the attention of: Melissa Rounds at the following address: Marion County Board of Commissioners Office, P.O. Box 14500, Salem, OR, 97309. Final invoices for services performed prior to June 30, 2021, must be submitted no later than July 22, 2021. Final invoices for services performed after June 30, 2021 are due no later than July 21, 2022.

#### **5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT**

##### **5.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:**

Provide the following services:

1. Legal services – approximately 10 additional hours per month to review and produce legal documents and advise and provide counsel to Mayors, Councilors and staff.
2. Planning – provide approximately 15 hours per week of planning expertise to cities and planning commissions on zoning, code enforcement, environmental, transportation and land use planning services, and the development modification of required plans due to the wildfire.
3. Community Development Director – provide community development services to the cities, provide oversight and coordination of COG deliverables and coordinate American Planning Association pro bono services work.
4. Provide administrative staff support and grant writing services.

##### **5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:**

1. Review and approve any substantial changes to the above services.

## **6. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

## **7. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

## **8. HOLD HARMLESS**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

## **9. INSURANCE**

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

## **10. MERGER CLAUSE**

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

## **11. NOTICES**

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:  
Renata Wakeley  
100 High Street SE, Suite 200

For County:  
Melissa Rounds  
P.O. Box 14500



**SIGNATURES**

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.


**MARION COUNTY SIGNATURE**

Authorized Signature:  5/21/21  
Chief Administrative Officer Date

Reviewed by Signature:  5/21/21  
Marion County Legal Counsel Date

Reviewed by Signature:  May 20, 2021  
Marion County Contracts & Procurement Date

**Mid-Willamette Valley Council of Governments**

Authorized Signature:  Date: 5-21-21

Title: EXECUTIVE DIRECTOR

Exhibit A

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

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:

Member Services

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

Exhibit A

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.

ATTEST

  
\_\_\_\_\_  
Jackie Franke, Chair  
COG Board of Directors

  
\_\_\_\_\_  
Renata Wakeley  
Acting Executive Director

BEFORE THE BOARD OF DIRECTORS  
 FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
 In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

**RESOLUTION 2021-06**

**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, 2021, and ending June 30, 2022, unless sooner amended:

Member Services

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	\$170 per hour
Hearings Officer Services	\$187 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	\$180 per hour
Support Staff	\$68 per hour

Exhibit B

Finance Services

Finance Director	\$118 per hour
Fiscal Assistant	\$87 per hour

Community Development Services

Land Use Planning (small cities)\*

Senior Planner	\$92 per hour
Associate Planner	\$90 per hour
GIS Analyst	\$99 per hour
Support Staff	\$68 per hour

Grants Administration\*

Grants Administration Specialist	\$79 per hour
Non-profit / Government Rate	\$87 per hour
For Profit Rate	\$92 per hour
Support Staff	\$68 per hour

Housing Rehab Services\*

Grants Administration Specialist	\$79 per hour
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Economic Development Services\*

Development Director	\$130 per hour
Senior Planner	\$92 per hour
Associate Planner	\$90 per hour
GIS Analyst	\$99 per hour
Support Staff	\$68 per hour

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

GIS/Data Services

Transportation Services

Transportation Director	\$145 per hour
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GIS Services

Member Rate	\$99 per hour
Non-profit / Government Rate	\$115 per hour
For Profit Rate	\$145 per hour

Modeling Services

Member Rate	\$125 per hour
Non-profit / Government Rate	\$140 per hour
For Profit Rate	\$162 per hour

Loan Program Services


SBA Loans / Administration of Revolving Loan Programs


Program Manager	\$142 per hour
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Loan Officer	\$105 per hour
Servicing Specialist	\$87 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 16<sup>th</sup> Day of March 2021.

ATTEST

  
\_\_\_\_\_  
Sal Peralta, Chair  
COG Board of Directors

  
\_\_\_\_\_  
Scott Dadson  
Executive Director