



CITY OF
GEARHART

Staff Report

For City Council Meeting - 1/4/2023

Subject - New Business - Planning IGA with CREST

Synopsis: City Planner Carole Connell retired in November. The City is in need of planning services and has reached out to the Columbia River Estuary Study Taskforce for those services.

I've worked with Denise Lofman, Director of CREST, many times. Denise and her team are qualified to assist us. CREST has been very helpful to the City in the past and is currently working with us on the Clatsop Regional Housing Taskforce.

This agreement between the Columbia River Estuary Study Taskforce and the City of Gearhart will provide the framework so that CREST can offer planning services to the City. This agreement is temporary as the City is looking for a contract planner. With the approval of both parties, this agreement is extendable if we are unsuccessful in finding a planner for Gearhart. The market for contract planners is very tight, as many municipalities are currently looking.

We're very grateful to Denise Lofman and the staff at CREST for accommodating the City by providing us with temporary planning services.

Recommended Motion: Staff recommends Council motion the City enter into the IGA with CREST.

Legal Analysis: N/A

Financial Analysis: The City will use planning funds already budgeted for in the 2022/2023 approved city budget. The fees established in the agreement are at and below the current market.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'Chad', written over a horizontal line.

Chad

INTERGOVERNMENTAL AGREEMENT
Between the City of Gearhart 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 GEARHART, 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 \$75,000 in planning funds for current and long-term planning projects;

WHEREAS, the City is in need of 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 December 31, 2023, unless terminated earlier by either party pursuant to Section 2.

2. Termination and Modification. This Agreement shall terminate automatically on December 31, 2023. 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.

4. Obligations of City. CREST and UrbanLens Planning 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 member rate of \$70.00 per hour for each hour worked by its employees and shall pay CREST at the rate of \$145 per hour for each hour worked by UrbanLens Planning, not to exceed \$75,000, except through modifications, as provided for in Section 2. The City will cover all travel time and costs, through the accepted government travel rate, to be included in the monthly invoice. CREST shall provide the City with a monthly invoice for services performed, which the City shall pay within 30 days of presentment. Monthly invoices shall describe all services performed with particularity and shall itemize and explain any expenses for which CREST claims reimbursement.

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.

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.

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

CITY OF GEARHART:

COLUMBIA RIVER ESTUARY TASKFORCE:

By: Chad Sweet, City Manager

By: Denise Lofman, Director

Date

Date

EXHIBIT A
GEARHART CITY PLANNER – SCOPE OF WORK

Job Purpose and Scope:

The Planner for the City of Gearhart performs a variety of complex professional planning and administrative duties, including consultation with the City Council, Planning Commission, and City Administrator upon request.

Essential Duties and Responsibilities:

The following statements illustrate the job's essential functions and do not include other nonessential or peripheral requests that may be required. The City and CREST retain the right to modify or change duties or essential functions at any time.

- Research, prepare, and present staff reports and findings on various land use applications for City Council and Planning Commission. Prepare and attend meetings, provide technical information and advice, perform follow-up and research as necessary, and make recommendations.
- Interpret ordinances, zoning regulations, and other city, county, state, and federal regulations relating to zoning, subdivision, and development issues. May draft Comprehensive Plan goals and policies, including Development Code and ordinances for review and implementation by others. Consult and prepare methodologies related to comprehensive planning (e.g., buildable land inventories, population projections, etc.).
- City staff will respond to inquiries from the general public regarding rules and procedures to land use, land development and zoning, and general City development policies and procedures. The Contract Planner will assist as needed when requested by City staff.
- Conduct pre-application conferences with potential applicants, providing information about the development process regarding site plan review, subdivisions, planned unit developments, conditional uses, variances, minor land partitions, lot line adjustments, and rezoning.
- Request City staff field investigations and gather, analyze, interpret, and report on land use and characteristic land data regarding land use applications; request City staff take photographs/videos as needed.
- Perform code review of development proposals and determine whether applications satisfy development regulations, track actual implementation, and ensure work meets the approved application requirements.
- Evaluate environmental information and recommends mitigation measures to reduce adverse impacts of development.
- May consult to prepare and write grant applications, including components relating to geography, maps, plats, site plans, etc.
- Provide consultation to bond and tax base initiatives for City funding.
- Maintain planning data as developed or assigned. Prepare maps, charts, posters, and slides for presentations and public hearings.
- Work with outside entities on planning, zoning, development issues, and design review. Manage and perform other projects, functions, and tasks as agreed.

- Maintain cooperative working relationships with City staff, elected officials and committees, other organizations, and the general public.
- Write staff reports for the Planning Commission and City Council.
- Attend land use application meetings, public hearings, and City Council and Planning Commission meetings. May provide in-depth presentations.
- Is knowledgeable of City Comprehensive Planning. Maintain current knowledge of Gearhart's Comprehensive Plan.
- Maintain current knowledge of municipal codes related to construction and zoning enforcement.
- Enforcement of codes and conditions of approval.
- Provide consulting and assistance to the City in code enforcement actions.

Other Duties and Responsibilities

- Attend various meetings as a City representative and represent the City in various capacities on panels, committees, legal hearings, task forces, and relevant forums as requested.
- Have knowledge of wetlands and their buffers, floodways and floodplains, and groundwater resources.
- Perform other related duties and special projects as assigned.