



Oregon

LANE COUNTY LOCAL GOVERNMENT BOUNDARY COMMISSION

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April 5, 2007

TO: Boundary Commission Members

FROM: Boundary Commission Staff

SUBJECT: VI.D. FY 2007-08 Intergovernmental Agreement with LCOG

Attached is the intergovernmental agreement between the Lane County Local Government Boundary Commission and the Lane Council of Governments (LCOG) for next fiscal year (FY 2007-08). The Commission has been contracting with LCOG for services since 1982.

We have prepared the attached draft in legislative format which shows language proposed for deletion in [**bold**] and proposed additions in "*italics*". The proposed changes will update date references (i.e., change 2006 to 2007 and 2007 to 2008 where applicable). The remainder of the agreement is unchanged.

ACTION REQUESTED

Approve the FY 2007-08 intergovernmental agreement.

Attachment

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Last Saved: March 30, 2007

INTERGOVERNMENTAL AGREEMENT

Entered into Between the
Lane County Local Government Boundary Commission
and the
Lane Council of Governments

WHEREAS, the Lane County Local Government Boundary Commission (authorized by ORS 199.432 to enter into contracts) desires to engage the Lane Council of Governments to provide, and the Lane Council of Governments desires to serve the Lane County Local Government Boundary Commission by providing, certain technical and professional services as described in Exhibit A, attached hereto and by this reference made a part hereof.

NOW THEREFORE, the parties mutually agree as follows:

This Contract is between the Lane County Local Government Boundary Commission, a state agency, hereafter referred to as the "Commission" and Lane Council of Governments, an organization of governments within Lane County, Oregon, with offices at 99 East Broadway, Suite 400, Eugene, Oregon, hereafter called "LCOG."

1. EMPLOYMENT OF COUNCIL

The Commission engages LCOG and LCOG agrees to perform the services set forth in Exhibit A.

2. TIME OF PERFORMANCE

LCOG shall undertake on July 1, [2006] 2007, those activities specified in Exhibit A. This Contract shall terminate on June 30, [2007] 2008, unless earlier terminated under Section 3.

3. TERMINATION OF CONTRACT

This Contract may be terminated by mutual consent of both parties at any time or by either party upon 30 days advance written notice delivered by certified mail or in person.

The Commission may terminate this Contract upon delivery of written notice to LCOG or at such later date as may be established by the Commission, under any of the following conditions:

- a. If Commission funding from filing fees and assessments is not obtained and continued at levels sufficient to allow the purchase of the services herein indicated.

- b. If state regulations are modified or changed in such a way that the services are no longer appropriate for the purposes of this Contract.

Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to the termination.

4. ACCESS TO RECORDS

The Commission, the Secretary of State's Office of the State of Oregon, and their duly authorized representatives may examine the books, documents, papers and records of LCOG directly pertinent to this Contract, for the purpose of making audits, examinations, excerpts and transcripts.

5. SCOPE OF SERVICES

LCOG shall perform in a judicious manner those activities set forth in Exhibit A.

6. CHANGES

This Contract may be changed from time to time by written amendments to the contract approved and signed by each party.

7. ASSIGNABILITY

No part of this Contract can be assigned by LCOG without the expressed written consent of the Commission.

8. CONTRACT AMOUNT

LCOG shall be paid an amount not to exceed the total expenditures in the budget approved or amended by the Commission's Advisory Committee and the Commission.

9. COMPENSATION

The Commission will reimburse LCOG for costs, including salaries, that LCOG incurs under this agreement in an amount not to exceed the contract amount. LCOG will request at the beginning of each quarter an advance for projected costs, including salaries. The advance may not exceed funds credited to the Commission's account in the State Treasurer's Office. If insufficient funds are available at the beginning of the quarter, LCOG may later request compensation. LCOG will submit to the Commission monthly statements of actual costs, for Commission approval at its regular meetings.

10. EXTENT OF COUNCIL SERVICES

LCOG is required under this Contract to pay Commission costs and supply Commission staff needs, only to the extent provided for in the total limits of the approved budget designated in Section 8.

11. INDEMNITY

LCOG shall save and hold harmless the State of Oregon and the Commission, its officers, agents, and employees and members, from all claims, suits or actions of whatever nature resulting from or arising out of the activities of LCOG or its subcontractors, agents or employees under this agreement.

IN WITNESS WHEREOF, the Commission and LCOG have executed this Contract as of this _____ day of _____, [2006] 2007.

“COMMISSION”

“LCOG”

LANE COUNTY LOCAL GOVERNMENT
BOUNDARY COMMISSION

LANE COUNCIL OF GOVERNMENTS

Clay Myers
Chair

George Kloeppel
Executive Director

_____, [2006] 2007

_____, [2006] 2007

EXHIBIT A

1. STAFF

Provision of staff including an executive officer, as required by ORS 199.455 and other staff as necessary to support the Commission; including the presentation of factual reports to the Commission, the conduct of necessary research, meeting with the general public and units of local government, attending public hearings, supervising other project employees, as necessary, preparing Commission correspondence, recording and transcribing minutes (provided through contract services), reviewing expenses, maintaining project accounts and preparing monthly statements and balance sheets.

2. SERVICES AND SUPPLIES

Necessary services, materials and supplies to conduct Commission business, including but not limited to office space, telephone service, postage, equipment maintenance, printing materials, travel reimbursement and legal advertising. Other services may include State mandated expenses, including but not limited to Department of Administrative Services' charges, legal assistance, control accounting, insurance, and Secretary of State's Audit. Contract services include recording and transcribing minutes.