

**AUTHORIZATION FOR  
AGREEMENTS, MOUs, OR  
OTHER DOCUMENTS OBLIGATING  
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: IGA Lane Council Date: 9.8.22  
of Governments

Statement of Purpose: \_\_\_\_\_

Salary survey

Department Head Signature: David James

Remarks, if any: \_\_\_\_\_

City Attorney Review and Signature: David W. Allen Date: 9/12/2022

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

Name/Position  
Date: \_\_\_\_\_

Budget Confirmed: 

Signature				
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A

Certificate of Insurance Attached: Yes ☐ No ☐ N/A ☒

City Council Approval Needed: Yes ☐ No ☒ Date: \_\_\_\_\_

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

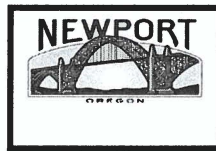
City Manager Signature: [Signature] Date: 9/23/22

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 10-13-22

Date posted on website: \_\_\_\_\_





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

Budget Confirmed: Yes ☒ No ☐ N/A ☐

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Date posted on website: \_\_\_\_\_





## INTERGOVERNMENTAL AGREEMENT

**BETWEEN:** Lane Council of Governments (LCOG), an organization of governments within Lane County, Oregon

**AND:** City of Newport (CITY), a unit of local government of the State of Oregon

**EFFECTIVE DATE:** October 1, 2022

### RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties.
- C. CITY and LCOG desire to enter into an agreement where-in LCOG will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

### AGREEMENT

- 1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until June 30, 2023 or until earlier terminated pursuant to Paragraph 4 of this agreement.
- 2. **Services to be Provided.** LCOG agrees to provide services to CITY as outlined in Attachment A.
- 3. **Compensation.** CITY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for Local Government Personnel Services members and non-members (Exhibit A) plus any direct expenses associated with the Work performed.
- 4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
- 5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
- 6. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For LCOG: Kim Cobbs  
859 Willamette St., Suite 500  
Eugene, OR 97401-2910  
Ph: 541-682-6695

For: City of Newport  
Spencer Nebel, City Manager  
169 SW Coast Hwy  
Newport, OR 97365  
Ph: 541-574-0601

- 7. **Records/Inspection.** CITY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.
- 8. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or



damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.


9. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may, by mutual written agreement, submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:


- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Lane County, Oregon.

10. **Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.
11. **Subcontracting.** LCOG shall not subcontract the Work under this agreement, in whole or in part, without the CITY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding the CITY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and CITY shall incur no obligation to any sub-contractor.
12. **Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.
13. **Compliance With Laws.** LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.
14. **Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.
15. **Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.
16. **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

**LANE COUNCIL OF GOVERNMENTS:**

DocuSigned by:  
By:   
Brenda Lee S. Wilson, Executive Director  
Date: 9/2/2022

**CITY: City of Newport**

By:   
Spencer Nebel, City Manager  
Date: 9/23/22



**Local Government Personnel Services***Your Resource for Labor Relations and HR Assistance*859 Willamette St., Ste 500  
Eugene OR 97401

(541) 682-4283

[asklgps@lcoq.org](mailto:asklgps@lcoq.org)<https://www.lcoq.org/1105/Local-Government-Personnel-Services>**Project Scope of Work and Estimate Prepared for:**Barbara James, HR Director  
City of Newport  
169 SW Coast Hwy  
Newport, OR 97365  
541-574-0604  
[b.james@newportoregon.gov](mailto:b.james@newportoregon.gov)**Date: April 18, 2022****Project Purpose:**

- Conduct an external market analysis for salaries of non-represented positions, to include comparable cities in Oregon.
- Conduct an external market analysis for general benefits of non-represented positions, to include comparable cities in Oregon.
- Provide/present findings, analysis, and market-based recommendations of compensation including salaries and paid leave benefits.

Description of Services	Estimated Hours
<b>Preparation &amp; Development</b>	
► Confirm/finalize project parameters (project options, comparators, data points, and positions to be included)	4.00
► Customize data tables	
<b>External Market Survey</b>	
► Request and collect comparator data (job descriptions, salary schedules, wages & benefits, etc); follow up as needed	5.00
► Up to ten (10) public sector comparators	
<b>Ninety-Nine (99) Classifications</b>	
► Review, evaluate, and analyze collected data, perform job matching, and follow up on data requests as needed	99.00
► Draft up to ninety-nine (99) raw wage data tables to summarize findings & analysis (28 exempt classifications, 40 non-exempt classifications, and 31 PT/ seasonal/ temporary classifications)	
<b>Comparison Tables</b>	
► Review, evaluate, and analyze collected benefits data and follow up on data requests as needed	3.00
► Draft up to two (2) additional benefits data tables including compensation structure comparison, and paid leave benefits	
<b>Findings, Analysis, &amp; Recommendations</b>	
► Review, evaluate, and analyze data	12.00
► Draft/summarize findings, analysis, and market-based recommendations	
<b>Report Development &amp; Project Finalization</b>	
► Prepare project report for city review	7.00
► Review project report with city	
► Make clarifications and updates as necessary & finalize report	
<b>ESTIMATED PROJECT HOURS &amp; COST (MEMBER RATE)</b>	130.00
<b>HOURLY BILLING RATE (MEMBER RATE)</b>	\$140.00
<b>ESTIMATED TOTAL PROJECT COST</b>	\$18,200.00
<b>ESTIMATED PROJECT HOURS &amp; COST (NON-MEMBER RATE)</b>	130.00
<b>HOURLY BILLING RATE (NON-MEMBER RATE)</b>	\$170.00
<b>ESTIMATED TOTAL PROJECT COST</b>	\$22,100.00

**PROJECT ASSUMPTIONS**

- Project includes 99 city classifications.

**PROJECT TIMELINE**

- First available date to begin project work: July 1, 2022 or one (1) week after notice to proceed - whichever is later.
- Project timeline is dependent upon city and external participant participation throughout this compensation study.

**PROJECT DISCLOSURES**

- This project estimate, including timeline, is offered for 30 days from the date of the estimate. After 30 days, please contact us for an updated estimate, including timeline.
- This is a good faith estimate. Actual project hours, whether more or less than estimated, will be billed quarterly.
- Project modifications requested will be confirmed in writing.



**Exhibit A**

LOCAL GOVERNMENT  
PERSONNEL SERVICES

## 2022-2023 LGPS Fee Schedule

*Rates are per hour unless otherwise noted*

	LGPS Member	Non-Member
<b>Arbitration / Hearing Representation</b>	<b>\$200</b>	<b>\$235</b>
<b>Labor Relations Consulting</b>	<b>\$200</b>	<b>\$235</b>
<b>Human Resources / Fiscal Consulting</b>	<b>\$147</b>	<b>\$179</b>
<b>Investigations / Background Checks</b>	<b>\$147</b>	<b>\$179</b>
<b>Clerical</b>	<b>\$86</b>	<b>\$90</b>
<b>Mileage</b>	<b>IRS rate</b>	<b>IRS rate</b>
<b>Meals / Lodging / Parking</b>	<b>GSA Per Diem</b>	<b>GSA Per Diem</b>
<b>LGPS Website Job Posting</b> (flat rate)		<b>\$50</b>
<b>Printing</b> <i>Per page, for projects over 50 pages.</i>	<b>20¢</b>	<b>20¢</b>

Hourly consulting rates are in addition to any clerical, copying, mileage, meals, & other reimbursable charges.

***Your Resource for Labor Relations and HR Assistance***

(541) 682-4283  
[www.lcog.org/lgps](http://www.lcog.org/lgps) [asklgps@lcog.org](mailto:asklgps@lcog.org)  
 859 Willamette St., Suite 500 Eugene, OR 97401



