



VICTOR STAFF REPORT

Decision Item Agenda Documentation

PREPARATION DATE: April 2, 2019

MEETING DATE: April 10, 2019

SUBMITTING DEPARTMENT: Administration, Planning

DEPARTMENT DIRECTOR: Olivia Goodale

PRESENTER: Olivia Goodale, City Administrator

SUBJECT: 2019 Planning Department Intern

Re: Applicable Victor Values:

- | | | |
|--|--|---|
| <input type="checkbox"/> Culturally Historic | <input type="checkbox"/> Sustainable | <input type="checkbox"/> Connected to Nature |
| <input type="checkbox"/> Small Town Feel | <input type="checkbox"/> Family Friendly | <input checked="" type="checkbox"/> Administrative Need |
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STATEMENT/PURPOSE

The purpose of this item is for Council to consider an agreement and funding for an intern in the Planning Department.

BACKGROUND/ALTERNATIVES

The Planning Department was recently approached by Carl Osterberg who is interested in a planning internship at the City of Victor as outlined in the attached letter of interest. Mr. Osterberg has secured housing in Jackson and would commute to Victor for the internship. Mr. Osterberg has indicated that he is willing to complete an internship for about one year at 10 hours per week.

The internship would familiarize the intern with various aspects of city planning. Projects include (but are not limited to): record organization, producing maps and reports for City use, and general staff functions to support the City of Victor Planning and Building Department Staff. The intern will learn about the roles and activities of the City Council, Planning and Zoning Commission, and the Design Review Advisory Committee. The intern is expected to conduct themselves in a manner which promotes the values of the City of Victor and supports inclusivity in the workplace and community. Performs all other related duties as assigned.

To offset the costs of commuting to the internship, staff is requesting a \$200 per month stipend. Because Mr. Osterberg would not be an employee of the City, an independent contract agreement is needed.

There are several options to proceed:

1. Approve the agreement and associated funding as presented or amended.
2. Continue the item.
3. Other.

ATTACHMENTS

Letter of Interest
Agreement

FISCAL IMPACT

\$200 per month from the General Fund, split between the FY19 and FY20 budgets.

STAFF IMPACT

Staff impact includes training, management and oversight of the intern. The planning department is further positively impacted through increased capacity.

LEGAL REVIEW

Complete

RECOMMENDATION

Staff recommends approving the contract and associated funding as presented.

SUGGESTED MOTION

I move to approve the Independent Contractor Agreement with Carl Osterberg and associated funding for a Planning Internship, subject to minor changes approved by the City Attorney.

[Roll Call Vote]

Letter of Interest

> From: Osterberg, Carl

> Sent: Tuesday, February 26, 2019 7:20 PM

> To: Ryan Krueger <ryank@victorcityidaho.com>; Tyler Steinway <tylers@victorcityidaho.com>

> Subject: Intern Summer 2019

>

> Hello Ryan and Tyler,

>

> My name is Carl Osterberg, Tyler and I have met briefly already during work at JHMR, where I was doing some seasonal help work. After learning that Tyler works as a planner in Victor, I reached out to see if there would be any possibility for some intern work in the planning department this Summer. After graduating from university with a degree in Geography last Spring, I have begun to gravitate my career interests towards urban and regional planning. In the long term, I am interested in a career involving the public administration and planning of areas that have tourism as a major industry. It's my hope that this career path can benefit from my passions for spatial understanding and tourism. I see an internship in Victor as a perfect way to add planning specific experience to my existing knowledge of geography and tourism. At the same time, I think my background could offer a lot to a planning office of Victor's size. For example, much of my university program focused on the use of spatial data, such as mapmaking and spatial data analysis. I anticipate a broad geographic background like this being something new for the department that I can bring to the table.

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> If there is anything else you would like to know from me or anything else you would like me to do, please don't hesitate to ask. I am best reached by replying to this same email address. Also, Tyler may have mentioned already that I am planning on returning to the Jackson Hole area in mid March. The dates are not yet exact, so I could happily adjust plans if there is a time in mid-March that would work well for me to introduce myself in person. Please let me know if there are any certain days of the month or week that would work well to talk more in person.

>

> Thank you both very much for your time and consideration for this opportunity.

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> Sincerely,

>

> Carl Osterberg

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the ____ day of March, 2019, between the City of Victor, a political subdivision of the State of Idaho (“the City”) and Carl Osterberg (“the Contractor”).

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

2. Duties, Term, and Compensation. The Contractor’s duties and compensation shall be as set forth in the proposal previously provided to the City by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time by the City, and which collectively are hereby incorporated by reference.

3. Expenses. During the term of this Agreement, the Contractor shall bill and the City shall reimburse him for all reasonable out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. All such expenses must receive the prior approval of the City Administrator or they will not be reimbursed. Expenses for the time spend by Consultant in traveling to and from City facilities shall not be reimbursable.

4. Written Reports. The City may request that project plans, progress reports and a final results report be provided by Consultant on a weekly basis. The progress report shall be in such form and setting forth such information and data as is reasonably requested by the City.

5. Engagement. The Contractor represents that Contractor is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party.

6. Term and Termination. The term of this Agreement will be month to month, however, the City may terminate this Agreement at any time with 24 hours written notice to the Contractor.

7. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. The Contractor is and will remain an independent contractor in Contractor relationship to the City. The City shall not

be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

8. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
9. Choice of Law. The laws of the state of Idaho shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
10. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Teton Valley, ID in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
11. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
12. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
13. Assignment. The Contractor shall not assign any of Contractor rights under this Agreement, or delegate the performance of any of Contractor duties hereunder, without the prior written consent of the City.
14. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
15. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

16. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

SCHEDULE A

DUTIES AND COMPENSATION

City of Victor Planning Intern Job Description

This position will familiarize the intern with various aspects of city planning. Projects include (but are not limited to): record organization, producing maps and reports for City use, and general staff functions to support the City of Victor Planning and Building Department Staff. The intern will learn about the roles and activities of the City Council, Planning and Zoning Commission, and the Design Review Advisory Committee. The intern is expected to conduct themselves in a manner which promotes the values of the City of Victor and supports inclusivity in the workplace and community. Performs all other related duties as assigned.

Variable daytime hours, 10 hours per week required during City of Victor regular business hours of Monday – Thursday, 8:30AM – 5:00PM; Friday, 8:30 am – 12:00 pm.

Wage: \$200/month

Expected Job Functions

- Provides support to a team of community planners
- Assists staff in collecting and preparing data for various planning projects
- Conducts field work, collects parcel data, and searches land records
- Assists in the review of planning applications of limited or variable complexity
- Assists planning staff at community meetings
- Conducts basic office functions, such as data entry, file management, and customer service