

## CONTRACT

### LAND USE PLANNING SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 1998, by and between the CITY OF LAFAYETTE, OREGON, a municipal corporation ("CITY"), and COMMUNITY PLANNING SERVICES, a sole proprietorship ("CPS").

#### WITNESSETH:

IN CONSIDERATION of the mutual premises and stipulations set out below, the CITY and CPS do hereby agree as follows:

#### A. CPS Responsibilities

1. CPS shall provide land use planning services to the CITY in processing land use actions, preparing periodic review documents, zone code revisions and other related activities which may be requested by the CITY.
2. CPS shall provide monthly billing statements.
3. CPS shall maintain a minimum of \$1,000,000 of professional liability insurance.

#### B. CITY Responsibilities

1. CITY agrees to pay for land use planning services under paragraph A.1., at a rate of \$40.00 per hour.
2. CITY shall review, process and pay CPS's monthly invoices within 30 days of receipt.

#### C. Termination and Amendment

1. This agreement shall be terminated on June 30, 1999. Prior to that date, either the CITY or CPS may terminate this Agreement with a 60 day written notification, or, less than 60 days by mutual written agreement of both the CITY and CPS.
2. This Agreement may be amended only by written agreement executed between the parties.

1998-99

D. Independent Contract

The CITY has engaged CPS as an independent contractor for the accomplishment of a particular service. Neither party, nor officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.

E. CPS Liability

CPS shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CPS' negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent attributable to the CITY or CITY-furnished data.

F. Liability Insurance

CPS shall maintain professional liability insurance which shall provide coverage in an amount acceptable to the City Administrator to protect CITY from any and all claims, demands, actions and suits for malpractice arising from CPS' work under this agreement.

IN WITNESS WHEREOF, CPS and the CITY have caused this Agreement to be executed as of the day and year aforesaid.

COMMUNITY PLANNING SERVICES

CITY OF LAFAYETTE

By \_\_\_\_\_  
Walter J. Wendolowski, AICP  
Proprietor/Principal Planner

\_\_\_\_\_  
Ron Ross  
Mayor

ATTEST:

Robert Willoughby  
City Administrator/Recorder