

AGREEMENT FOR PLANNER SERVICES  
CITY OF YACHATS

This agreement is made and entered into on this            day of            2014, by and between the City of Yachats, hereinafter referred to as the "City", and Larry B. Lewis, hereinafter referred to as the "Planner".

WHEREAS, City requires municipal planning services; and

WHEREAS, Planner agrees to perform planning services required for City.

NOW, THEREFORE, City and Planner agree as follows:

1. TERM. The term of this agreement shall begin on July 1, 2014, and shall continue for one year, renewable on same terms or changed as agreed to by both parties.
2. SCOPE OF SERVICES. Planner shall provide services described in Exhibit "A", "Job Description-Yachats City Planner" dated August 7, 2000 and revised effective July 1, 2003, which is attached hereto and made a part hereof.
3. COMPENSATION. City shall compensate Planner for services rendered as follows:
  - a. For services rendered:  
\$24,960.00 for the year July 1, 2014 through June 30, 2015, payable monthly;  
Services are defined in terms of eight (8) hours per week and attendance at all regularly scheduled Planning Commission meetings.
  - b. In addition to Item 3a above, City authorizes Planner to provide up to eight (8) additional hours per week at the hourly rate of:  
\$60.00 for the year July 1, 2014 through June 30, 2015, payable monthly;
  - c. Up to ½ of the additional time described in "b." above may be ordered by the City to meet exigent planning needs should they develop. This ordered service may be accomplished by the contractor directly or by use of qualified associates. If workload demands result in the need for subcontracting services, the associated costs will not be included in this agreement and will be negotiated separately;
  - d. Use of Planner's personal vehicle for City business shall be reimbursed at the mileage rate established yearly by the Internal Revenue Service for vehicle business use, except that one trip to Yachats each week shall be at no charge.
4. WARRANTY OF ABILITY. Planner warrants to City that Planner is in the business of providing the type of service required for the performance of this agreement and has obtained necessary certifications, degrees and licenses applicable to said service, including a City of Yachats business license, as condition of appointment as City Planner.

5. **INDEPENDENT CONTRACTOR.** It is agreed that Planner is providing the services pursuant to this agreement as an independent contractor and is not an employee of the City. Planner shall not be eligible to receive any benefits otherwise provided to employees of the City.
6. **INSURANCE/INDEMNITY.** Planner agrees to defend, indemnify and hold City harmless for any and all claims, losses or injuries that may arise out of or result from Attorney's actions or omissions of action relating to the service or use of Planner's equipment to be performed under the terms of this agreement. At the request of City, provide certificates of insurance to City, with the limits of liability for such insurance as follows:
- a. Comprehensive general liability and automobile liability insurance. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
  - b. Professional liability insurance not less than \$1,000,000.
  - c. Certificates will indicate that there will be no change in policy without at least thirty (30) days written notice to City.
7. **TERMINATION.** City or Planner may terminate this agreement for any or no cause with thirty (30) day written notice. In the event of termination, Planner will be paid for all services rendered to the date of termination. At conclusion, City shall be entitled to all files created and maintained pursuant to this agreement.

INWITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

PLANNER:

CITY OF YACHATS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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