

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

105 HIGH STREET S.E.
SALEM, OREGON 97301

Telephone (503) 588-6177
FAX (503) 588-6094

1957-1993

36
Years
of
Service

CHAIR:
DR. CRAIG SMITH
SALEM/KEIZER SCHOOL DISTRICT

VICE CHAIR:
COUNCILOR BILL RIEGEL
CITY OF SALEM

EXECUTIVE DIRECTOR
ALAN H. HERSHEY

MEMORANDUM

TO: Duane Cole
City Manager, Newberg

DATE: August 17, 1993

FROM: Richard Schmid
Chief Planner

SUBJECT: Contract for Planning Services

Enclosed are two copies of the contract for land use planning. These are the same as those you signed previously but can't be found. Please keep one copy for your files and return one to us.

If you have any questions, please call.

CONTRACT

LAND USE PLANNING SERVICES

THIS AGREEMENT is made and entered into this 4th day of August, 1993, by and between the CITY OF NEWBERG, OREGON, a municipal corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS, a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 ("COG") of which CITY is a member.

WITNESSETH:

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

A. COG Responsibilities

1. COG shall provide an experienced land use planner to assist 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. COG shall provide monthly billing statements.

B. CITY Responsibilities

1. CITY agrees to pay for land use planning services under paragraph A.1. at a rate of \$43.00 per hour.
2. CITY shall review, process and pay COG's invoices within 30 days of receipt.
3. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's land use planner will be coordinated.

C. Termination and Amendment

1. This Agreement shall be terminated on June 30, 1994 unless otherwise agreed to by COG and CITY by amendment to this Agreement.
2. This Agreement may be amended only by written agreement executed between the parties.

D. Independent Contract

The CITY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party shall be

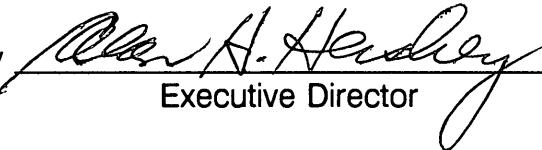
deemed the agents or employees of the other party for any purpose.

E. Limited Warranty

1. CITY agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the land use planning process and its products. The parties expressly recognize that the review process involves political and legal judgement entirely within the control and authority of the City. COG's only obligation is to provide advice from the perspective of land use planning principles, and not legal or political counsel.
2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.

IN WITNESS WHEREOF, COG and the CITY have, by approval of their respective governing bodies, caused this Agreement to be executed as of the day and year aforesaid.

**MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS**

By 
Executive Director

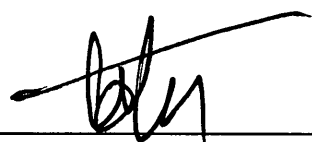
CITY OF NEWBERG

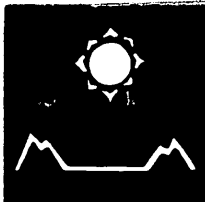
By 
City Manager

APPROVED AS TO FORM:

COG Legal Counsel

APPROVED AS TO FORM:


City Attorney



Mid Willamette Valley
COUNCIL OF GOVERNMENTS

ROUTE SLIP

DATE

8/17

TO: Mike Unger

FROM: RWS

ACTION:	☐ File	☐ Investigate & report
	☐ Note & File	☐ As requested
	☐ Note & Return	☐ Per our conversation
	☐ Prepare a reply	☐ For your signature
	☐ See me re: this	☐ For your information

COMMENTS:

Please give these directly to

Becky Manning when you go

To Newberg

Becky
Signed
Bourne