

RESOLUTION NO. 3748

A RESOLUTION APPROVING A CONSULTING AGREEMENT BETWEEN THE CITY OF MILES CITY AND LAND SOLUTIONS, LLC, A MONTANA LIMITED LIABILITY COMPANY, FOR LAND PLANNING SERVICES

WHEREAS, the City of Miles City requires the services of a certified planner for land planning matters involving the City;

AND WHEREAS the City wishes to continue using the services of Land Solutions, LLC, as the contracted planner for the City;

AND WHEREAS the obligations of the parties have been reduced to writing;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The Consulting Agreement between the City of Miles City, Montana and Land Solutions, LLC, a Montana limited liability company, attached hereto as Exhibit "A", and made a part hereof, is hereby approved.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Consulting Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Contract and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14th DAY OF OCTOBER, 2014.



C.A. Grenz, Mayor

ATTEST:



Lorrie Pearce, City Clerk

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CONSULTING AGREEMENT
LAND PLANNING SERVICES

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into this 16th day of Oct, 2014, by and between the City of Miles City, a Montana municipal corporation, hereinafter referred to as "Client", and Land Solutions, LLC, a Montana limited liability company, hereinafter referred to as "Consultant".

RECITALS

A. Client desires for Consultant to provide certain consulting services in connection with the activities described in Exhibit A, Scope of Work, on behalf of Client, and Consultant desires to perform such services for Client.

B. Both Client and Consultant desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

CONSULTING SERVICES

1.1 On the terms and conditions set forth herein, Client hereby engages Consultant to perform certain services described in Exhibit A. Consultant agrees to use its best efforts in the performance of the Services called for hereunder.

1.2 Consultant will report to and liaise with the Mayor and the Chairperson of the Planning Board & Zoning Commission.

Section 2

TERM OF AGREEMENT

2.1 The term of this Agreement shall commence on the date hereof and shall continue until June 30, 2015 or until termination by either party, whichever comes first. Consultant's services shall consist of specific tasks and shall be performed at mutually agreeable times on an as-needed basis.

Section 3

COMPLIANCE

3.1 Consultant shall be an independent contractor. Nothing in this Agreement shall be construed to create any other relationship. Client will furnish direction to the Consultant, only; means and methods are matters within the Consultant's sole discretion.

3.2 As a part-time contractor, Consultant is not eligible for health or disability insurance, retirement benefits, or other welfare or pension benefits under the terms of Client's plans and programs. Consultant warrants that Consultant will retain in full force and effect workers compensation insurance and unemployment insurance as required by the state of Montana, and also professional errors and omissions insurance and general commercial liability insurance.

Section 4

COMPENSATION

4.1 Client agrees to pay Consultant at a rate of \$92 per hour for labor, \$34 per hour for travel time and mileage at a rate of \$0.56 per mile. Consultant shall invoice on a monthly basis or as otherwise acceptable to both parties. Client shall pay Consultant within 30 days of receiving each invoice.

Section 5

OBLIGATION FOR EXPENSES

5.1 Client shall reimburse Consultant for reasonable and necessary expenses incurred in the course of Consultant's work on behalf of Client within 30 days of invoice from Consultant. Reasonable and necessary expenses include accommodations, copying, maps, postage and similar direct expenses.

Section 6

OWNERSHIP OF DOCUMENTS

6.1 Consultant agrees that all information, analyses, methods, reports, and other data or materials generated or developed by Consultant under this Agreement or furnished by Client to Consultant shall be and remain the property of Client. Further, Consultant agrees to furnish to Client, in any format that the City may require, digitized

and usable forms of any such information, analyses, methods, report, data, materials, or final work products.

Section 7

RETURN OF MATERIALS

7.1 Upon the request of Client, Consultant shall surrender to Client all memoranda, notes, records, drawings, plans, correspondence and other documents or materials, and all copies thereof, pertaining to the methods employed by Client or furnished by Client to Consultant. Notwithstanding the foregoing, however, Consultant may keep personal copies of all work products developed for Client by Consultant during the term of Consultant's engagement.

Section 8

SCOPE OF AGREEMENT

8.1 This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject matter hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Agreement may be amended only in a writing signed by the parties to this Agreement.

8.2 For purposes of enforcing this Agreement, all sections of this Agreement, except Section 4.1 hereof, shall be construed as covenants independent of one another and as obligations distinct from all other contracts and agreements between the parties hereto.

Section 9

NOTICES

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services, or by email notification with hard copy follow up;

If to Client:

Mayor of Miles City
17 S. 8th Street
Miles City, MT 59301
406-234-3462

If to Consultant:

Dave DeGrandpre
Land Solutions, LLC
36708 Leon Road
Charlo, MT 59824
Phone: 406-885-7526 (cell)
Email: landsolutions@blackfoot.net

Section 10

LIABILITY

Consultant agrees to indemnify, defend and save Client harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees related to the services provided herein. For this purpose, Consultant shall maintain Errors and Omissions insurance issued by a reliable company or companies for professional liability, with policy limits in an amount not less than \$1.5 million for each occurrence, and naming Client as an additional named insured.

Section 11

TERMINATION

This Agreement may be terminated by either party with thirty (30) days written notice to the other party. In the event of termination under this Section by either party, Client shall be obliged to compensate Consultant at the rate established herein for services performed prior to the date of such termination.

Section 12

GOVERNING LAW; DISPUTE RESOLUTION

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Montana. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be settled in the District Court of Custer County, Miles City, Montana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.



By: Butch Grenz,
Mayor



By: Dave DeGrandpre
Managing Member, Land Solutions, LLC

EXHIBIT A – SCOPE OF WORK

Under the direction of City Council and working with the Planning Board & Zoning Commission, Land Solutions will perform the tasks below on an as-needed basis:

- Development application review, including subdivisions, zone changes, use permits and variances as necessary
- Attend Planning Board and Zoning Commission meetings
- Attend City Council meetings
- Provide guidance to the public on zoning and subdivision regulations and application processes
- Provide training to the Planning Board and Zoning Commission on various topics
- Update subdivision and zoning regulations and the growth policy
- Work with City staff on application review and long range planning projects
- Develop/update the City's impact fees
- Hold public planning meetings and workshops as necessary
- Train and educate the City's Planner in Training
- Assist in preparation of an Annexation Plan