

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 8th day of December, 2015 between the City of Langley, a municipal corporation, (hereinafter referred to as the "City") and Jack Lynch (hereinafter referred to as the "Contractor") for the purpose of providing services as specified below for the City of Langley.

I. Scope of Work: Interim Planning Services

Contractor shall serve as the interim Planning Director and perform the following duties:

1. Planning, organizing, and directing all activities of the Planning Department.
2. Serving as technical adviser to the Planning Advisory Board, Design Review Board, Historic Preservation Commission, Parks and Open Space Commission, the Mayor and CITY Council, other CITY officials on matters related to planning, zoning enforcement, subdivision, parking, signing, SEPA, wetlands and environmentally sensitive areas protection, and shoreline management.
3. Reviewing and recommending changes/additions to CITY zoning ordinances; cooperating with the Planning Agency in writing, revising, and updating the Comprehensive Plan, and zoning code amendments; coordinating planning input from other department heads and consultants; and organizing schedules, and participating in Planning Advisory Board and CITY Council meetings and hearings.
4. Serving as SEPA Responsible Official for the CITY; reviewing all Environmental Impact Statements, environmental checklists and other technical reports for private and public developments; making final decisions on environmental issues.
5. Serving as principal representative of the CITY in coordinating with the county on planning matters within the urban area; implementing goals, objectives, and policies of the CITY's Comprehensive Plan and providing long-range policy guidance to the CITY Council by recommending and formulating amendments to the Comprehensive Plan.
6. Interpreting CITY codes and coordinating compliance with land use regulations by land developers, builders, and owners.
7. Coordinating project proposal review with other agencies and CITY departments; organizing, participating in, and leading meetings.
8. Accepting public input; attending public hearings; handling questions, complaints and inquiries and providing assistance to prospective applicants, developers and the general public.

II. Compensation

The City shall pay Contractor an hourly fee of \$65.00 per hour for services of between 20 and 30 hours per week, without prior approval by the Mayor. Contractor shall submit a bill for professional services monthly to the Clerk-Treasurer and shall cover the time Contractor performed work for the City in the previous month. The City shall pay Contractor for services rendered within two business days following the City's second council meeting of the month after City's receipt of billing.

Out of pocket expenses (long distance telephone, photocopying, mileage, etc.) shall be reimbursed by the City and itemized in the Contractor's monthly billing.

Any extraordinary job costs shall be approved by the Mayor prior to expenditure. Provided costs were approved prior to expenditure, the City shall pay Contractor within two business days following the City's second council meeting of the month after City's receipt of billing. Any request by Contractor for reimbursement of any unapproved cost or additional compensation not included in the monthly fee or previously approved by the City shall be considered on a case by case basis and payable by the City at its sole discretion.

III. Benefits

A. Contractor is not a City employee as defined under LMC Chapter 2.45 and the City of Langley Personnel Policy Manual and accordingly is not entitled to any of the benefits of a regular City employee, including retirement benefits. Nor is Contractor entitled to use or be governed by any of the grievance procedures of LMC Chapter 2.45 outlined in the City of Langley Personnel Policy Manual.

B. The City shall indemnify and hold harmless the Contractor from and against any and all loss, damage, claim or liability, including reasonable attorney's fees and costs arising out of consultant's actions on the City's behalf except to the extent caused by the gross negligence or willful misconduct of Contractor.

IV. Contract Term

1. **Duration** – This contract commences January 4, 2016, and shall be in effect until and including February 29, 2016. There is a possibility that this contract may be extended upon mutual agreement, under similar or modified terms, until the position of community planner is filled in the City.

V. Entire Agreement

This Agreement and attached exhibits, if any, contain the entire understanding among the parties and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms control and supersede any course of performance and/or usage inconsistent with any of the terms herein. All parties agree that the terms and conditions contained within this agreement constitute adequate consideration for entering into this Agreement. This Agreement may not be modified other than by agreement in writing.

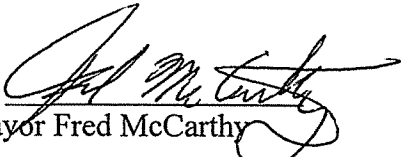
VI. Authority

The parties signing this Agreement certify by signing that all actions necessary to make this valid and binding agreement have been accomplished and that this Agreement constitutes a valid, binding, and enforceable agreement. By signing, parties also certify that they have the power and authority to sign individually and/or as representatives of a government agency or

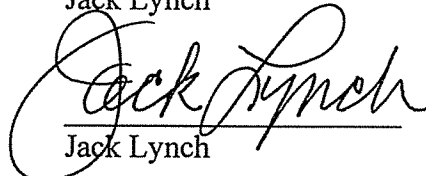
marital community. Parties also certify by signing that they have either read or had this Agreement read to them and that they fully understand all of its terms, conditions and covenants.

PARTIES APPROVE THIS AGREEMENT BY SIGNING BELOW.
DATED THIS 9th day of December , 2015.

City of Langley

By 
Mayor Fred McCarthy

Jack Lynch


Jack Lynch