



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

Date: November 11, 2020

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT, entered into by and between the CITY Of COLUMBIA HEIGHTS, COUNTY OF ANOKA, MINNESOTA, hereinafter referred to as the "Municipality" and NORTHWEST ASSOCIATED CONSULTANTS, INC., hereinafter referred to as the "Consultant".

WITNESSETH:

ARTICLE 1. AREA OF SERVICE

That the Municipality does hereby agree to contract with the Consultant to render professional planning services to the extent and kind described in Article 2 below in and for the City of Columbia Heights, Minnesota.

ARTICLE 2. SERVICES OF THE CONSULTANT

The Consultant hereby agrees to render the professional services as follows after receipt of work authorization by the City Community Development Director or the Director's designee.

A. Technical Planning and Development Assistance

1. Provide general assistance and consultation to the Municipality, regarding the Municipality's planning and development, and related functions and activities. The Consultant will be available to attend staff meetings, to assist and advise the Municipality on the administration, structure, forms, procedures, processing of development ordinances and the processing of development applications. Services shall be rendered on an as needed basis to be determined by the Community Development Director. Any services performed under this Article will be billed on a monthly basis as per Article 4.A. of this Agreement.

2. The Consultant will prepare written reports, complete with planning considerations, concerning Planning Commission agenda items which deal with rezoning, conditional use permits, interim use permits, site and building plan reviews, variances, subdivision plans, or code enforcement etc. as directed by the Community Development Director.
3. The Consultant shall attend public, advisory committee, and/or City Council Meetings or other special public meetings as directed by the Community Development Director. Any charges for meetings shall include travel time and mileage at the current IRS reimbursement rate, one-way from the consultant's business address.

ARTICLE 3. SERVICES OF THE MUNICIPALITY

The Municipality hereby agrees to furnish to or make available for examination or use by the Consultant, without charge, the following:

- A. Agendas for all Planning Commission and/or City Council meetings when attendance of the Consultant is required within a reasonable time to allow for review of each item on the agenda.
- B. All materials and documents applicable to all Planning Commission and/or City Council agenda items, including those which are required by Ordinance for the consideration of various applications. Such material and documents shall be submitted to the Consultant within a reasonable period of time before any meeting at which time they are to be considered.
- C. Materials, codes and documents, as determined by the Consultant that are necessary for the services to be performed.

ARTICLE 4. PAYMENT

A. Technical Planning and Development Assistance

The Municipality hereby agrees to pay the Consultant for professional services included in Article 2.A. of this Agreement as follows:

1. The work private development applications described in Articles 2.A. will be charged to the Municipality on a time and materials basis and computed in accordance with the rate schedule attached hereto. A discount of approximately fifteen percent (15%) on NAC charge rates, as reflected on the attached rate sheet, shall be provided to the City of Columbia Heights for City initiated work. The rate schedule shall be subject to review and adjustment each calendar year.
2. If the Municipality finds it necessary to abandon requested work, the Municipality shall notify the Consultant in writing and the Consultant shall be compensated for all work completed and materials expended.
3. The Consultant shall submit a statement of services rendered under Article 2 on a monthly basis payable by the Municipality within 45 days of receipt of an invoice showing work completed.

ARTICLE 5. OTHER PARTIES

- A. It is mutually agreed that this Agreement is not transferable by either party to a third party without the written consent of the other.
- B. The Consultant's reports and other materials prepared in the performance of this Agreement are instruments of services and remain the property of the Municipality. However, any further distribution of these reports by the Municipality must note the Consultant as the source.
- C. For lawsuits or legal actions brought by a third party against the municipality, which also name the consultant, resulting from a legislative or administrative actions of the municipality, the municipality shall assume the responsibility and expense for legal defense for both parties.

- D. For lawsuits or legal actions brought by a third party against the municipality, which also names the consultant, resulting from negligence, reckless, or improper actions of the municipality or the consultant, each party shall be liable for its own acts to the extent provided by law, and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants and employees in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
- E. Insurance Requirements. The Consultant agrees that, in order to protect itself, as well as the City, under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in full force and effect the following insurance protection in the limits specified:
1. Commercial General Liability - \$1,000,000.00 per incident, including the following endorsements:
 - a. Automobile coverage - \$100,000/\$300,000.
 - b. Worker's compensation coverage - statutory minimum.

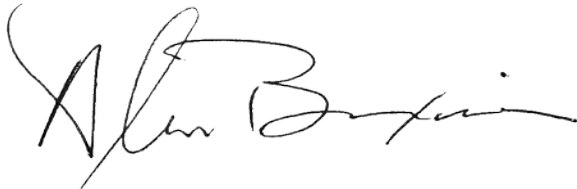
Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed or not renewed without thirty (30) days prior notice thereof to the City.

ARTICLE 6. TERMINATION

- A. This Agreement may be terminated by either party delivering to the other party written notice of termination in which case this Agreement shall be deemed terminated as of 9:00 AM on the tenth (10th) day following receipt of said written notice. The notice of termination shall specify the circumstances warranting termination of the contract.
- B. In the event of termination by the Municipality, the Municipality shall pay the Consultant for work completed after the termination date on a time plus materials basis, such payment to be made within thirty (30) days after receipt of Municipality of a final invoice showing work completed. All materials shall be retained by the Consultant until all payments due from the Municipality have been received by the Consultant.

- C. In the event of termination by the Consultant, the Consultant shall forward to the Municipality on or prior to the termination date any unearned fees or retainers held by the Consultant shall be returned to the Municipality within thirty (30) days of termination date.

NORTHWEST ASSOCIATED CONSULTANTS, INC.



Alan Brixius, Principal

November 11, 2020
Date

CONDITIONS HEREIN AGREED TO:

CITY OF COLUMBIA HEIGHTS, MINNESOTA

Mayor

Date

City Manager

Date