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AGREEMENT

THIS AGREEMENT, entered into in triplicate at Klamath Falls, Oregon, this 5<sup>th</sup> day of April, 1976, by and between the COUNTY OF KLAMATH, OREGON, a body politic incorporated and existing under the laws of the State of Oregon, by its Board of County Commissioners, hereinafter designated as the "County", DALE COVERSTONE, Landscape Architect and Site Planner of Medford, Oregon, hereinafter referred to as the "Landscape Architect", and the CITY OF KLAMATH FALLS, an Oregon municipal corporation, as an interested third party with no financial obligations to this contract, hereinafter called "City",

WITNESSETH:

ARTICLE 1: ADDRESSES

That the County does hereby employ the Landscape Architect to render professional services for the preparation of a concept plan and program for a bike-way within Klamath County to the extent and kind defined in Article 2, below.

ARTICLE 2: SERVICES

The professional service of the Landscape Architect shall be as follows:

- a. To prepare a conceptual plan for a bikeway adjacent to the Main "A" Canal for approximately 10 miles in length, together with existing and proposed connecting bike routes serving the surrounding areas.
- b. To prepare a program setting forth the characteristics of the plan, the inter-governmental involvement, funding mechanisms, coordination of existing plans to future plans, origin and destination diagrams, and recommendations for staging and implementation of the plan.
- c. To commence, carry on and complete the plan and program as rapidly as possible and, in any event, to have the plan and program delivered to the County before October 1, 1976.

d. It is understood that the County intends to utilize under the Landscape Architect's supervision the services of Oregon Institute of Technology students for providing site surveys, statistical information gathering and other detail work within the capabilities of their engineering department. It is further understood that the Landscape Architect will use Oregon Tech student help whenever feasible to save the County expense and as it fits in with the school's program.

e. In the performance of supervisory work, the Landscape Architect will not be expected to do other than indicate what work is to be performed by Oregon Tech students, and to make certain that said work is properly performed, but he will not be expected to do the actual on site supervision of the student's work.

#### ARTICLE 3: PAYMENT

The County agrees to pay the Landscape Architect for professional services as follows:

a. At the time that the Landscape Architect completes and delivers to the County his conceptual plan and program, but not prior to July 1, 1976, a fee based upon the following schedule, but not to exceed a total of THREE THOUSAND DOLLARS (\$3,000.00):

(1) Hourly Rate for Actual Time Spent:

\$ 18.00 per hour	Principal Landscape Architect
\$ 15.00 per hour	Associate Landscape Architect
\$ 12.00 per hour	Draftsman
\$ 10.00 per hour	Secretarial Work

(2) Travel:

15 cents per mile between Medford and Klamath Falls, plus Landscape Architect's time for travel computed one-way for each trip.

(3) Obligations incurred by the Landscape Architect to DIRA Associates, Inc. for the purpose of implementation and financial consultation, at cost.

- (4) Cost of blueprints and reproductions.
- (5) A detailed statement of all time, expenses and costs shall be submitted to County prior to final payment.

b. It is understood that the County will pay for the necessary expenses of services rendered by Oregon Institute of Technology without any obligation on the part of the Landscape Architect. Payment to the Landscape Architect, other than for his actual time spent programming or supervising this work, shall not include the cost of services provided by the Oregon Institute of Technology.

ARTICLE 4: ITEMS SUPPLIED AND EXTRA WORK

a. The County shall furnish to the Landscape Architect at the County's expense all available maps, aerial photographs, and other documents and records applicable to the designated study area.

b. If during the progress of the development of the Concept Plan, the County finds it desirable to cause the Landscape Architect to perform additional services other than those defined in Article 2 and Article 4, the payment for such additional work shall be at the hourly rates defined in Article 3, PAYMENT, provided such additional services bear some reasonable relation to the professional services called for by this contract.

ARTICLE 5: ABANDONMENT OF PROJECT

If the County finds it necessary to abandon the project, the Landscape Architect shall be compensated for all work completed under Article 2 according to the schedule of payments listed under Article 3. Scheduled items not completed, but upon which work has been performed, shall be paid for as designated under Article 3. Notes, maps and other information assembled at the date the project is abandoned shall be the property of the County when proper payment has been made.

ARTICLE 6: OTHER PARTIES

a. It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party.

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ARTICLE 7: TERMINATION

- a. This Agreement may be terminated at any time by mutual agreement of the County and the Landscape Architect. Termination shall comply with Article 5.
- b. This Agreement, unless previously terminated by written notice, shall be terminated by the final payment for the finished work.

ARTICLE 8:

The City joins in this Agreement for the sole purpose of committing itself to make available to the Landscape Architect such information, maps, and records as may be necessary in the preparation of that part of the Conceptual Plan situated within the City Limits and the City does not assume any part of the obligation to compensate the Landscape Architect for his services under this Agreement.

ARTICLE 9: IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed.

ATTEST:

Wm. D. Smead  
County Clerk

COUNTY OF KLAMATH, OREGON

By Raymond R. Thorne  
Commissioner

By Bryan Williams  
Commissioner

By Lloyd G. Pitt  
Commissioner

By Dale Coverstone  
Dale Coverstone

ATTEST:

Arnold Senak

CITY OF KLAMATH FALLS

By Don E. Hitt



RESOLUTION NO. 2416

A Resolution authorizing the City of Klamath Falls to enter into an agreement as a third party with Klamath County to develop a proposed bikeway plan and program.

WHEREAS; the City and County do not have a proposed bikeway plan or program for the urban area,

WHEREAS, Resolution No. 2264 created a Bicycle Trail Advisory Committee,

WHEREAS, the Klamath Basin Bicycle Trails Advisory Committee in cooperation with the City, County, and State have retained a landscape architect to develop a bikeway plan and program.

NOW, THEREFORE, BE IT RESOLVED that the City of Klamath Falls does hereby agree to act as a third party to an agreement with the County to hire a landscape architect to develop a bikeway plan and program at a cost not to exceed \$3,000.00.

BE IT FURTHER RESOLVED that the purpose of the City is to make available all information necessary in preparing that part of the plan situated within the City limits and the City does not assume any financial obligation to the landscape architect.

Passed by the Common Council of the City of Klamath Falls, Oregon, this 5th day of April, 1976.

Presented to the Mayor and by him approved and signed this 5th day of April, 1976.

*Norm C. Fitch*  
Mayor

*Harold Derrah*  
City Recorder

## ATTEST:

STATE OF OREGON, )  
COUNTY OF KLAMATH, ) ss.  
CITY OF KLAMATH FALLS.)

I, Harold Derrah, City Recorder for the City of Klamath Falls, Oregon, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly adopted by the Common Council of the City of Klamath Falls, at a regular meeting held on the 5th day of April, 1976, and thereafter approved and signed by the Mayor and attested by the City Recorder.

*Harold Derrah*  
City Recorder

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 12th day of APRIL A.D., 19 76 at 2:48 o'clock P M., and duly recorded in Vol. M 76 of DEEDS on Page 5134.

FEE \$ NONE

WM. D. MILNE, County Clerk

By *Harold Derrah* Deputy