

JUN 20 1990

PROFESSIONAL SERVICE CONTRACT

THIS CONTRACT is entered into on the 25th day of June, 1990, by and between:

The Benkendorf Associates Corporation
522 S.W. Fifth Avenue
Portland, OR 97204

"Benkendorf"

City of Newberg
414 East First Street
Newberg, OR 97132

"City"

RECITALS

1. The City is in need of updating its existing Plan and Zoning Map to make it easier to read.
2. The Planning Director contacted consultants that were capable of making the mapping project. Benkendorf was available to do the matter within the time lines needed.
3. Benkendorf is an experienced consultant in this area, and the Planning Director is familiar with their work.

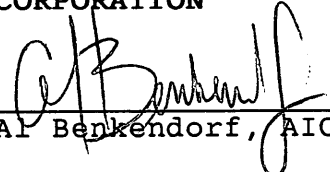
NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Work.** The City employs Benkendorf to accomplish the mapping of the Plan and Zoning Map update project. The scope of work is set out in Exhibit A and by this reference incorporated. The time for completing the work shall be agreed upon by June 30, 1990.
2. **Compensation.** The City shall compensate Benkendorf in an amount not to exceed \$2,400 for the project. In addition, the City shall reimburse Benkendorf for normal reimbursable expenses not to exceed \$200. Benkendorf shall not exceed the above quoted estimates without justification and written permission from City. Any fees or expenses incurred by Benkendorf over the budgeted amount prior to receiving written approval by the City to incur such fees are hereby waived by Benkendorf.

3. **Termination of Agreement.** Either party may terminate the agreement by giving written notice at the above-stated addresses to the other party. Benkendorf shall upon termination submit all work accomplished to the City and such work product shall be the property of the City.
4. **Miscellaneous.** Benkendorf waives any right to Workers' Compensation, Unemployment Benefits, and understands any employee tax or other income tax withholding shall be the responsibility of Benkendorf. Benkendorf shall indemnify and hold harmless the City of Newberg against any claim by its employees for Workers' Compensation, Unemployment Benefits, employee tax withholding, and income tax withholding. Further, Benkendorf shall defend and indemnify the City against any liability or claim arising from the use of Benkendorf's automobile in traveling to and from job or during project.

IN WITNESS HEREOF, the Parties have affixed their signatures below.

THE BENKENDORF ASSOCIATES
CORPORATION

By: 

Al Benkendorf, AICP

CITY OF NEWBERG

By: 

Duane Cole
City Manager

Exhibit I
Scope of Work

The scope of work for the mapping project is as follows:

- A. The consultant shall meet with the Planning Director and Engineering Department staff to identify the appropriate base map for the project.
- B. Under the direction of the Planning Department, the consultant will update the base map by including new streets, and any newly annexed territory on the map. It is intended that updating the base map will require approximately 8 hours of consultant staff drafting time. This may include splicing newly drafted map information onto the old base map. The consultant will photo-reproduce the new base to create three new mylar base maps of the City. One mylar will be a new blank base; the second and third mylars will be used for the Zoning and Comprehensive Plan maps.
- C. The consultant will transfer zoning information from the existing Zoning map to the zoning base map. The zoning base map shall include an outline of the urban growth boundary and shall depict the current city limits of the City of Newberg.
- D. The consultant shall transfer Comprehensive Plan map information to one of the base maps. The Comprehensive Plan Map shall include the Urban Growth Boundary and the current city limits.
- E. The consultant shall provide the Zoning Map and Comprehensive Plan Map to the City for review and comment. Following comments, the consultant shall make corrections as necessary.