

AGREEMENT

AGREEMENT FOR UPDATING COMPILATION OF THE ORDINANCES OF THE CITY OF NEWBERG, OREGON.

THIS AGREEMENT, is entered into this 24th day of October, 1991, by and between the following parties:

City of Newberg
A Municipal Corporation
414 E. 1st St.
Newberg, OR 97132

"City"

N. Robert Shields
Werst, Shields & Associates
8101 S.W. Nyberg Road, Suite 212
Tualatin, OR 97062

"Shields"

RECITALS:

1. The City wishes to update the compilation of its ordinances and review all City ordinances.
2. Robert Shields has expertise in updating compilations of Oregon cities and reviewing ordinances.
3. The parties wish to enter into agreement for the updating and review of the City's ordinances.

NOW, THEREFORE, BE IT AGREED BY THE PARTIES AS FOLLOWS:

1. Robert Shields shall review and update the ordinances of the City. The City shall cooperate in this process and respond in a prompt and reasonable manner to all policy questions and other matters addressed to said City.
2. This review and updating shall be done in the following phases:

Phase one. Substantive legal review - Robert Shields shall review the present compilation of the City for legal accuracy to determine if they are in accord with Oregon and U.S. Constitutional, statutory and case law.

Phase two. The City shall assess legal review, have each department head as well as Council committees make recommendations

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Robert Shields

for needed revisions, confer with Robert Shields concerning any recommended changes and/or policy decisions including all necessary meetings with the Ordinance/Legislative Committee of the City Council.

Phase three. Robert Shields shall confer with the City Attorney regarding any necessary changes, shall draft and edit the necessary documents, including all necessary meetings with committees of Council and Council.

Phase four. The City shall finalize compilation update including production.

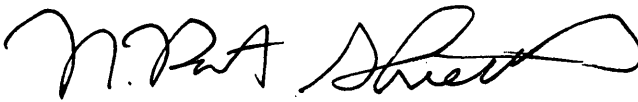
4. Compensation for the project shall be at the following rates:

1. Legal rate of \$50.00 per hour.
2. Production and clerical expense to be the responsibility of the City.
3. All costs of material shall be the obligation of the City.
4. Reasonable and necessary "out-of-pocket" expenses shall be reimbursed by the City.

5. Either party may terminate the contract anytime upon written notice to the other party. If at the time of termination, the City owes any fees to Robert Shields, such fees are due and payable within 30 days of termination. In the event that Robert Shields has an uncompleted phase, he will cooperate with the City in completing that phase and the City shall compensate at the contract rate for completion.

IN WITNESS WHEREOF, the parties have hereinafter set their signatures.

CITY OF NEWBERG



N. Robert Shields



Duane R. Cole
City Manager