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1. A schedule of payments, as follows: The Contractor shall submit monthly billings for payment upon completion of milestones as set out in Exhibit "B" (Monthly Project Milestones). The City shall pay promptly the invoice amount as listed in Exhibit "B" upon receipt of product in accordance with Project Milestones.
 2. Payment by the City within 30 (thirty) days shall release the City from any further obligation for payment to Contractor for service or services performed or expenses incurred as of the date of the statement of services.
 3. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Contract.

3. Contractor Identification

Contractor shall furnish to the City the Contractor's employer identification number, as designated by the Internal Revenue Service, or Contractor's Social Security number, as City deems applicable.

4. City's Representative

For purposes hereof, the City's authorized representative will be John Knight.

5. Contractor's Representative

For purposes hereof, the Contractor's authorized representative will be Al Benkendorf, The Benkendorf Associates Corp., 522 Southwest Avenue, Portland, Oregon 97204 (503) 226-0068.

6. City's Obligations

In order to facilitate the work of the Contractor as above outlined, the City shall furnish to the Contractor access to all existing information which is in the City's possession concerning the Newberg/Yamhill County Urban Growth Coordination Project.

7. Contractor is Independent Contractor

- A. Contractor's services shall be provided under the general supervision of City's Project Director or his or her designee, but Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph 2 of the Contract.
- B. The undersigned Contractor hereby represents that no employee of the City of Newberg, or any partnership or corporation in which a City employee has an interest, has or will receive any enumeration of any description from the Contractor, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. Subcontracts and Assignment

The Subcontractor identified in Exhibit C, which is attached hereto and by this reference made a part hereof, is hereby approved to perform the work as designated in this Contract. Any change or removal of Subcontractors requires the prior written approval of the City.

9. Contract Documents

Contract documents consist of this Contract and Exhibit "A", which consists of a Scope of Work and an attached Fee Schedule. Where provisions of the Contract and provisions of the Scope of Work are inconsistent, the provision contained in the Contract shall be controlling.

10. Ownership of Work Product

All original work products which results from this Contract are the exclusive property of the City. The work product shall be provided to the City on a disc in WordPerfect 6.1.

11. Changes

City may, from time to time, require changes in the Scope of the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between City and the Contractor, shall be incorporated in the written amendments of the Contract.

12. Early Termination

- A. This Contract may be terminated by either party without cause prior to the expiration of the agreed upon term upon 30 (thirty) day written notice to the other party.
- B. Payment of Contractor shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against City under this Contract.
- C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City which accrued prior to such termination.

13. Access to Records

City shall have access to such books, documents, papers and records of Contractor that are directly pertinent to this Contract for the purposes of making an audit or examination.

14. Indemnification

The Contractor shall hold harmless, defend, and indemnify the City against all claims, demands, actions, and suits arising from the Contractor's work or any contracted work under this Contract.

15. Insurance

During the term of this contract, Contractor shall maintain in force at its own expense, General Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

16. Attorney's Fees

In the event a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal to Appellate Courts.

17. Applicable Law

This Contract will be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the City has caused this Contract to be executed by its duly authorized undersigned officers, acting pursuant to resolution of the City Council, duly passed at the regular Meeting held on the 3rd day of September, 1996, and the Contractor has executed this Contract on the date herein above first written.

10/20/96

Date

Approved as to Form

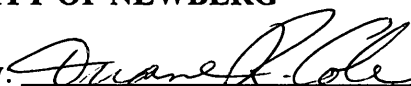
By: 

Terry Mahr, City Attorney

CITY OF NEWBERG

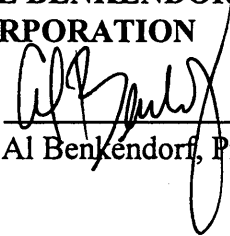
Oct. 24, 1996

Date

By: 

Duane Cole, City Manager

**THE BENKENDORF ASSOCIATES
CORPORATION**

By: 

Al Benkendorf, President

Exhibit A

Newberg/Yamhill County Urban Growth Coordination Project

Work Program

Element 1 (Task 1) Refine Work Program

- a. Meet with city, county and DLCD staff to discuss work program and areas of emphasis
- b. Prepare final work program based on the meeting and the work program in the Technical Assistance Grant Agreement between the city and DLCD.

Product: Final Work Program reviewed by City and DLCD

Element 2 (Tasks 2-5) Governmental and Public Involvement

- a. Design a public involvement program and organize the program consistent with tasks 2 through 5 in the agreement's work program.
- b. The governmental and public involvement program will consider a Citizen Advisory Committee or reestablish NUMAC the Newberg Urban Management Advisory Commission and establishing a Technical Advisory Committee (TAC). Other community involvement vehicles and communication tools will be utilized to communicate the purpose and progress of the planning program. Especially important to the program will be the coordination between the city and county, the Chehalem Park and Recreation District and the Newberg Rural Fire Protection District.

Property owners and participants in the Urban Reserve Area Project should be contacted and alerted to this next phase of the city's urban growth management program. Other techniques for communicating the intent and progress of the program will be considered. These include workshops, public notices, press releases, mailers, small group meetings etc.

Product: Citizen Coordination Plan describing the proposed agency and public involvement program as described in Product 1.

Element 3 (Task 6) Review existing information and project land use needs

- a. Collect existing city base maps and other GIS based information.

- b. Tour the Urban Reserve areas with city, county and DLCD staff.
- c. Collect city data tabulating existing residential conditions and vacant buildable residential lands.
- d. Coordinate and include applicable research from the Newberg Residential Needs and Development Project (TGM Grant No. 14081) being prepared by the city and the COG and the Street Standards study being conducted by another consultant.
- e. Project the land use needs for the Newberg Urban Area, including for both the existing UGB and the Urban Reserve, by considering the following:
 - o Newberg-Urban Reserve Area Project
 - o Residential Needs Analysis
 - o Review of existing urbanized areas for redevelopment and in-fill potential (from TGM grant study)
 - o Updated population forecasts using state economists forecasts
 - o Existing land use mix as compared to Comprehensive Plan projections
 - o Other forecasts/land use conditions not documented in the above research
 - o Physical site characteristics and locations of the Urban Reserve areas

Products:

- 1. Organization of base data and coordination with related City planning programs
- 2. Completion of site tour
- 3. Mapping and analysis of urban reserve areas.
- 4. Land Use needs projections (Product 2, Buildable Lands Inventory and Land Use Needs Analysis)

Element 4 Identify and develop land use alternatives
(Task 7)

- a. Develop alternative land use scenarios for the study areas. The alternatives will be framed by the mix of land uses and alternate levels of density; ranging from 6 to 12 units per acre.
- b. The alternatives will consider:
 - o Reserve area location
 - o Site Characteristics including opportunities and constraints for specific land uses and residential densities

- o Feasibility of providing public services
 - o Adjacent land use patterns and densities
 - o Potential impact on the transportation system
- c. Prepare a written description and tabulate the land use and density characteristics of each alternative
 - d. Provide evaluation criteria to be utilized by the advisory committees for selection of a preferred alternative

Product:

- 1. Alternative land use proposals illustrated in graphic and tabular format and described in a Project Memorandum
- 2. Alternative Plan Evaluation Criteria

Element 5 Infrastructure Development
(Task 8)

- a. Utilizing the selected alternative, preliminary infrastructure and transportation plans will be prepared.
- b. The infrastructure plans will include storm drain trunk lines, sanitary sewer and water lines. System-wide improvements that are necessitated by the urbanization of these study areas will also be identified. These could include expansions to the reservoirs, pump stations or major trunk line improvements.

City Staff will provide Contractor with preliminary drawings indicating the proposed locations for storm, sanitary and water lines. In addition, staff shall indicate the needs and locations for system-wide improvements.

- c. The transportation plans will identify major arterials, collectors and connections to existing residential streets. The plans will also identify system-wide improvements that may be necessary such as: signalization, widening, or new corridor connections.
- d. The infrastructure and transportation plan proposals will be prepared in a manner to serve as amendments to the existing city Infrastructure System and Transportation System Plans.

Product:

- 1. Existing infrastructure and transportation conditions analysis.
- 2. Determination of transportation needs and relationship to System Plan.

3. Plans and Project Memorandums describing the infrastructure and transportation services required to serve the Urban Reserve areas. (Product 3, Preliminary Infrastructure and Transportation Plan).

Element 6 Priority Plan
(Task 9)

- a. The Urban Reserve areas will be prioritized for inclusion in the city Urban Growth Boundary.
- b. The Urban Reserve areas will be prioritized by utilizing specific urban growth management criteria. These could include the following:
 - o Ease of providing public services such as sewer, water, accessibility
 - o Availability of, and ability to expand the transportation system
 - o Land Use needs such as residential, commercial, industrial
 - o Risk of premature development at rural densities
 - o Impacts on adjacent neighborhood and land use patterns
 - o Others as developed during the course of the work program
- c. The Priority Plan will include a schedule of the Urban Reserve Areas. The schedule will illustrate for example, the number of acres by land use, dwelling units, population, job potential, etc.

Product: 1. Project Memorandum describing the urban growth management criteria utilized to prioritize the urban reserve areas
 2. An urban reserve Priority Plan and Schedule describing the timing and process for adding the reserve areas to the Urban Growth Boundary (Product 4, Prioritization Plan for Urban Reserve Lands)

Element 7 Urban Service/Growth Management Agreements
(Task 10)

- a. Prepare draft Urban Service/Growth Management Agreements to be adopted by City of Newberg, Yamhill County, Chehalem Park and Recreation District and the Newberg Rural Fire District and other agencies as appropriate.
- b. The Agreement between the city and the county will be crafted by utilizing the original NUMAC agreement.

- c. The Agreement with the special service districts will utilize the agreements in place or similar agreements in place in other jurisdictions.
- d. The existing agreement with Yamhill County regarding the provision of water service outside the city's UGB shall be reviewed and amended, as necessary, to be consistent with LCDC's Urban Reserve Rule.

- Product:**
- 1. Preparation of a draft report incorporating the project memorandums, illustrations, project research, public involvement and additional information desired to represent the results of the work program.
 - 2. Draft intergovernmental agreements describing the proposed responsibilities of each party regarding the future of the Urban Reserve Areas, including development standards for unincorporated Urban Reserve lands to assure efficient urbanization in the future. Meetings and presentations with the involved parties. (Product 5, Urban Service and Growth Management Agreement).
 - 3. Final intergovernmental agreements.

Element 8 Adoption of the Report and Approval of the Agreements
(Task 11)

- a. Brief the elected officials of the affected jurisdictions on the contents and terms of the proposed intergovernmental agreements.
- b. Present the final agreements to the elected officials and seek adoption.
- c. Prepare a final report with supporting illustrative materials documenting the results of the work program effort.

- Product:**
- 1. Preparation for and presentations regarding the intergovernmental agreements to the Planning Commission, City Council, Board of County Commissioners and special district Commissions.
 - 2. Preparation of the final report including revisions from the public meetings and hearings.

Element 9 Meetings and Hearings
(No Task)

- a. Al Benkendorf, AICP shall serve as Project Manager and represent the Contractor at all public meetings and hearings.

- b. Meetings with City staff and Contractor shall be convened on an as needed basis to review Contractor progress, make project related decisions and provide direction regarding the project.
- c. Contractor has allocated 80 Project Manager hours for meetings with the Technical Advisory Committee, Citizen Involvement Committee, Public Workshops and meetings, meetings with DLCD staff, public hearings and meetings with the city and county Planning Commissions, City Council and County Commissioners and Special District Commissions and Boards.

Exhibit B

Newberg/Yamhill County Urban Growth Coordination Project

Monthly Project Milestones

Month	Element	Invoice Amount
Sept.	1,2	\$3400
Oct.	Product 1,2,& 3 of 3	\$5200
Nov.	Product 4 of 3	\$5200
Dec.	4	\$5200
Jan, 1997	Product 1 and 2 of 5	\$2500
Feb.	Product 3 of 5 and 1 of 6	\$3400
Mar.	Product 2 of 6	\$2500
Apr.	7	\$1600
May	8	\$1600
Jun.	9	\$3400
TOTAL:		\$ 34,000.

Exhibit B may be amended during the course of the Work Program by mutual agreement of the parties to this agreement.

Exhibit C

Newberg/Yamhill County Urban Growth Coordination Project

Subconsultants

The subconsultants to the prime contractor is Kittelson & Associates, Inc. with offices at 610 S.W. Alder, Portland, Oregon 97204.

The principal in charge and project manager will be Daniel Seeman and the Task Leader will be Phill Worth.

Exhibit C

Newberg/Yamhill County Urban Growth Coordination Project

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CITY OF NEWBERG, OREGON

CONTRACT FOR PERSONAL SERVICES

CONTRACT TITLE: NEWBERG/YAMHILL COUNTY URBAN GROWTH
COORDINATION PROJECT
CONTRACT NUMBER: GR5-96

This Contract made and entered into this 3rd day of September, 1996 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called the "City" and The Benkendorf Associates Corporation, 522 Southwest Fifth Avenue, Portland, Oregon 97204, hereinafter called the "Contractor", duly authorized to perform such services in Oregon.

WITNESSETH:

WHEREAS, the City requires services which Contractor is capable of providing, under Terms and Conditions hereinafter described; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those Terms and Conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the Terms and Conditions set forth hereinafter, the parties agree as follows:

1. Project Description

Contractor's services under this Contract shall consist of the following:

- A. Contractor shall perform personal services, as outlined in Exhibit A, a copy of which is attached hereto and incorporated herein by reference. The project for which services are to be provided is known as the Newberg/Yamhill County Urban Growth Coordination Project.

2. Compensation

- A. The City agrees to pay Contractor \$34,000 for performance of those services provided herein, which payment shall be based upon the following applicable terms:

1. A schedule of payments, as follows: The Contractor shall submit monthly billings for payment upon completion of milestones as set out in Exhibit "B" (Monthly Project Milestones). The City shall pay promptly the invoice amount as listed in Exhibit "B" upon receipt of product in accordance with Project Milestones.
2. Payment by the City within 30 (thirty) days shall release the City from any further obligation for payment to Contractor for service or services performed or expenses incurred as of the date of the statement of services.
3. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Contract.

3. Contractor Identification

Contractor shall furnish to the City the Contractor's employer identification number, as designated by the Internal Revenue Service, or Contractor's Social Security number, as City deems applicable.

4. City's Representative

For purposes hereof, the City's authorized representative will be John Knight.

5. Contractor's Representative

For purposes hereof, the Contractor's authorized representative will be Al Benkendorf, The Benkendorf Associates Corp., 522 Southwest Avenue, Portland, Oregon 97204 (503) 226-0068.

6. City's Obligations

In order to facilitate the work of the Contractor as above outlined, the City shall furnish to the Contractor access to all existing information which is in the City's possession concerning the Newberg/Yamhill County Urban Growth Coordination Project.

7. Contractor is Independent Contractor

- A. Contractor's services shall be provided under the general supervision of City's Project Director or his or her designee, but Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph 2 of the Contract.
- B. The undersigned Contractor hereby represents that no employee of the City of Newberg, or any partnership or corporation in which a City employee has an interest, has or will receive any enumeration of any description from the Contractor, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. Subcontracts and Assignment

The Subcontractor identified in Exhibit C, which is attached hereto and by this reference made a part hereof, is hereby approved to perform the work as designated in this Contract. Any change or removal of Subcontractors requires the prior written approval of the City.

9. Contract Documents

Contract documents consist of this Contract and Exhibit "A", which consists of a Scope of Work and an attached Fee Schedule. Where provisions of the Contract and provisions of the Scope of Work are inconsistent, the provision contained in the Contract shall be controlling.

10. Ownership of Work Product

All original work products which results from this Contract are the exclusive property of the City. The work product shall be provided to the City on a disc in WordPerfect 6.1.

11. Changes

City may, from time to time, require changes in the Scope of the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between City and the Contractor, shall be incorporated in the written amendments of the Contract.

12. Early Termination

- A. This Contract may be terminated by either party without cause prior to the expiration of the agreed upon term upon 30 (thirty) day written notice to the other party.
- B. Payment of Contractor shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against City under this Contract.
- C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City which accrued prior to such termination.

13. Access to Records

City shall have access to such books, documents, papers and records of Contractor that are directly pertinent to this Contract for the purposes of making an audit or examination.

14. Indemnification

The Contractor shall hold harmless, defend, and indemnify the City against all claims, demands, actions, and suits arising from the Contractor's work or any contracted work under this Contract.

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In the event a suit or action is instituted to enforce the provisions of this Contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal to Appellate Courts.

17. Applicable Law

This Contract will be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the City has caused this Contract to be executed by its duly authorized undersigned officers, acting pursuant to resolution of the City Council, duly passed at the regular Meeting held on the 3rd day of September, 1996, and the Contractor has executed this Contract on the date herein above first written.

10/22/96
Date

Approved as to Form

By: [Signature]
Terry Mahr, City Attorney

October 24, 1996
Date

CITY OF NEWBERG

By: [Signature]
Duane Cole, City Manager

10-9-96
Date

**THE BENKENDORF ASSOCIATES
CORPORATION**

By: [Signature]
Al Benkendorf, President

Exhibit A

Newberg/Yamhill County Urban Growth Coordination Project

Work Program

Element 1 (Task 1)

Refine Work Program

- a. Meet with city, county and DLCD staff to discuss work program and areas of emphasis
- b. Prepare final work program based on the meeting and the work program in the Technical Assistance Grant Agreement between the city and DLCD.

Product: Final Work Program reviewed by City and DLCD

Element 2 (Tasks 2-5)

Governmental and Public Involvement

- a. Design a public involvement program and organize the program consistent with tasks 2 through 5 in the agreement's work program.
- b. The governmental and public involvement program will consider a Citizen Advisory Committee or reestablish NUMAC the Newberg Urban Management Advisory Commission and establishing a Technical Advisory Committee (TAC). Other community involvement vehicles and communication tools will be utilized to communicate the purpose and progress of the planning program. Especially important to the program will be the coordination between the city and county, the Chehalem Park and Recreation District and the Newberg Rural Fire Protection District.

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Product: Citizen Coordination Plan describing the proposed agency and public involvement program as described in Product 1.

Element 3 (Task 6)

Review existing information and project land use needs

- a. Collect existing city base maps and other GIS based information.

- b. Tour the Urban Reserve areas with city, county and DLCD staff.
- c. Collect city data tabulating existing residential conditions and vacant buildable residential lands.
- d. Coordinate and include applicable research from the Newberg Residential Needs and Development Project (TGM Grant No. 14081) being prepared by the city and the COG and the Street Standards study being conducted by another consultant.
- e. Project the land use needs for the Newberg Urban Area, including for both the existing UGB and the Urban Reserve, by considering the following:
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 - o Residential Needs Analysis
 - o Review of existing urbanized areas for redevelopment and in-fill potential (from TGM grant study)
 - o Updated population forecasts using state economists forecasts
 - o Existing land use mix as compared to Comprehensive Plan projections
 - o Other forecasts/land use conditions not documented in the above research
 - o Physical site characteristics and locations of the Urban Reserve areas

Products:

- 1. Organization of base data and coordination with related City planning programs**
- 2. Completion of site tour**
- 3. Mapping and analysis of urban reserve areas.**
- 4. Land Use needs projections (Product 2, Buildable Lands Inventory and Land Use Needs Analysis)**

Element 4 Identify and develop land use alternatives
(Task 7)

- a. Develop alternative land use scenarios for the study areas. The alternatives will be framed by the mix of land uses and alternate levels of density; ranging from 6 to 12 units per acre.
- b. The alternatives will consider:
 - o Reserve area location
 - o Site Characteristics including opportunities and constraints for specific land uses and residential densities

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 - o Potential impact on the transportation system
- c. Prepare a written description and tabulate the land use and density characteristics of each alternative
- d. Provide evaluation criteria to be utilized by the advisory committees for selection of a preferred alternative

Product:

1. Alternative land use proposals illustrated in graphic and tabular format and described in a Project Memorandum
2. Alternative Plan Evaluation Criteria

Element 5 Infrastructure Development
(Task 8)

- a. Utilizing the selected alternative, preliminary infrastructure and transportation plans will be prepared.
- b. The infrastructure plans will include storm drain trunk lines, sanitary sewer and water lines. System-wide improvements that are necessitated by the urbanization of these study areas will also be identified. These could include expansions to the reservoirs, pump stations or major trunk line improvements.

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Product:

1. Existing infrastructure and transportation conditions analysis.
2. Determination of transportation needs and relationship to System Plan.

3. Plans and Project Memorandums describing the infrastructure and transportation services required to serve the Urban Reserve areas. (Product 3, Preliminary Infrastructure and Transportation Plan).

Element 6 **Priority Plan**
(Task 9)

- a. The Urban Reserve areas will be prioritized for inclusion in the city Urban Growth Boundary.
- b. The Urban Reserve areas will be prioritized by utilizing specific urban growth management criteria. These could include the following:
 - o Ease of providing public services such as sewer, water, accessibility
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 - o Others as developed during the course of the work program
- c. The Priority Plan will include a schedule of the Urban Reserve Areas. The schedule will illustrate for example, the number of acres by land use, dwelling units, population, job potential, etc.

Product: **1. Project Memorandum describing the urban growth management criteria utilized to prioritize the urban reserve areas**
 2. An urban reserve Priority Plan and Schedule describing the timing and process for adding the reserve areas to the Urban Growth Boundary (Product 4, Prioritization Plan for Urban Reserve Lands)

Element 7 **Urban Service/Growth Management Agreements**
(Task 10)

- a. Prepare draft Urban Service/Growth Management Agreements to be adopted by City of Newberg, Yamhill County, Chehalem Park and Recreation District and the Newberg Rural Fire District and other agencies as appropriate.
- b. The Agreement between the city and the county will be crafted by utilizing the original NUMAC agreement.

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Product:

- 1. Preparation of a draft report incorporating the project memorandums, illustrations, project research, public involvement and additional information desired to represent the results of the work program.
- 2. Draft intergovernmental agreements describing the proposed responsibilities of each party regarding the future of the Urban Reserve Areas, including development standards for unincorporated Urban Reserve lands to assure efficient urbanization in the future. Meetings and presentations with the involved parties. (Product 5, Urban Service and Growth Management Agreement).
- 3. Final intergovernmental agreements.

Element 8 **Adoption of the Report and Approval of the Agreements**
(Task 11)

- a. Brief the elected officials of the affected jurisdictions on the contents and terms of the proposed intergovernmental agreements.
- b. Present the final agreements to the elected officials and seek adoption.
- c. Prepare a final report with supporting illustrative materials documenting the results of the work program effort.

Product:

- 1. Preparation for and presentations regarding the intergovernmental agreements to the Planning Commission, City Council, Board of County Commissioners and special district Commissions.
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Element 9 **Meetings and Hearings**
(No Task)

- a. Al Benkendorf, AICP shall serve as Project Manager and represent the Contractor at all public meetings and hearings.

- b. Meetings with City staff and Contractor shall be convened on an as needed basis to review Contractor progress, make project related decisions and provide direction regarding the project.
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Exhibit B

Newberg/Yamhill County Urban Growth Coordination Project

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Exhibit C

Newberg/Yamhill County Urban Growth Coordination Project

Subconsultants

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