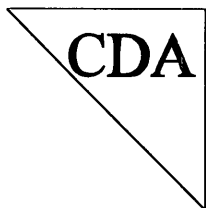


File → ORIGINAL CONTRACTS
(CITY HALL?)



**PROJECT MANAGEMENT, PLANNING, AND LAND USE DEVELOPMENT
CONSULTING GROUP**

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1567

To: Mike Soderquist
Community Development Director
414 East First Street
Newberg, OR 97132

Project: Interim Planning Services
Date: July 8, 1997

CONSULTANT AGREEMENT

This agreement is between the Mike Soderquist of the City of Newberg (herein after referred to as Newberg), and CDA Consulting Group, a sole proprietor firm (herein after referred to as "Consultant").

The parties agree as follows:

1. **Term.** The term of this Agreement shall begin July 8, 1997 and end at the completion of the tasks identified below, unless otherwise stated.

2. **Project Description.**

The primary purpose of this work effort is to provide interim planning and professional services for a period approximately four months.

3. **Scope of Services.** Consultant's services under this agreement shall consist of the following:

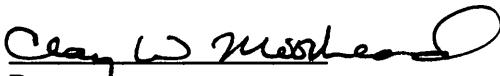
- A. Consultant will provide services under the direction of Mike Soderquist, Newberg Community Development Director.
- B. Prepare and process land use permits and land use, administrative, budgeting and management tasks.



- C. Provide land use planning services to assist the Newberg Planning Division.
- D. Meet with Newberg as needed.
5. **Consultant Identification.** Consultant's social security number is EIN 91-1807995.
6. **Compensation.**
- A. Compensation will be paid on a time and material basis. The expected level of effort is \$4,000.00 per month. Newberg may request services in excess of this level of effort as may be agreed upon by the parties herein.
- B. Billing invoices shall be presented to Newberg for approval. Newberg agrees to pay Consultant within 30 days of the invoice date for any amounts billed.
- C. Newberg certifies that sufficient funds are available for expenditure to finance the costs of this Agreement.
7. **Consultant is Independent Contractor.** Consultant is an independent Contractor for all purposes and shall be entitled to work independently to supply services in accordance with this Agreement.
8. **Modification.** Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
9. **Integration.** This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements.
10. **Information and Reports.** The Consultant shall furnish periodic reports concerning the status of the project, at such time that Newberg may require.
11. **Responsibilities of Clients.** Newberg shall furnish the Consultant with all available necessary information, data, and material pertinent to the execution of this Agreement.
12. **Notice of Termination of Agreement.** The parties agree to provide a minimum of Fourteen (14) days notice of the termination of this Agreement.

SIGNATURES

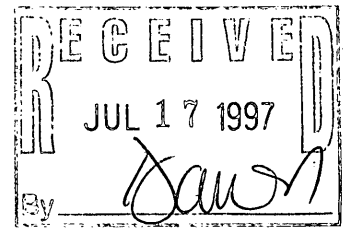
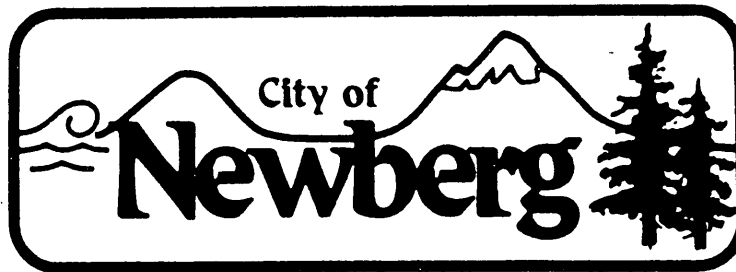
Consultant
Clay W. Moorhead, AICP
Principal, CDA Consulting Group


Date: July 8, 1997

Newberg
Mr. Mike Soderquist, Community Dev. Dir.
City of Newberg


Date: 7/8/97





City Manager
(503) 538-9421

414 E. First St.
Newberg, Oregon 97132

City Attorney
(503) 537-1208

City FAX
(503) 538-5393

Community Development Office

719 EAST FIRST STREET • NEWBERG, OR 97132 • 537-1210 • FAX: 537-1272

July 14, 1997

Mr. Clay W. Moorhead, AICP
Principal
CDA Consulting Group
P.O. Box 3311
Portland, OR 97208-3311

Dear Mr. Moorhead:

RE: Professional Services Agreement for Interim Planning Services

We at the City of Newberg are pleased that you have agreed to serve as our Interim Planner while we recruit a replacement for John Knight.

To expedite the process, since we need you to start your duties today, I have executed the agreement you prepared. One original copy is enclosed. It is understood that your rates will be as presented to the City in your fax dated July 3, 1997 (copy enclosed):

Principal (Clay Moorhead)	\$80.00/hour
Associate Planner (Lauren Schmitt)	48.00/hour
Clerical Support	30.00/hour

Expenses will be billed at cost.

I am forwarding the agreement to City Attorney Terry Mahr for review; if he finds

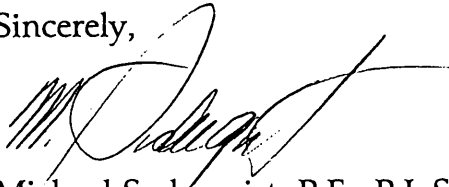
Building: 537-1240 • Community Development: 537-1210 • Finance: 537-1201 • Fire: 537-1230
Library: 538-7323 • Municipal Court: 537-1203 • Police: 538-8321 • Public Works: 537-1214 • Utilities: 537-1205
Municipal Court Fax: 537-1277 • Community Development Fax: 537-1272 • Library Fax: 538-9720

"Working Together For A Better Community-Serious About Service"

Mr. Clay W. Moorhead, AICP
July 14, 1997
Page 2

that changes or additions should be made, I'm sure we can agree on a modification to the agreement. Meanwhile, "welcome aboard." I look forward to working with you again, Clay.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Soderquist", with a long horizontal flourish extending to the right.

Michael Soderquist, P.E., P.L.S., DEE
Community Development Director

C: Terry Mahr, City Attorney
Duane Cole, City Manager
Barb Mingay, Planning Technician
Darla Baldoni, CDD Support Team Manager

K:\WP\ENGINEER\MIKESOD\CDA9703.WPD



**PROJECT MANAGEMENT, PLANNING, AND LAND USE DEVELOPMENT
CONSULTING GROUP**

To: Mike Soderquist
Community Development Director
414 East First Street
Newberg, OR 97132

Project: Interim Planning Services
Date: July 8, 1997

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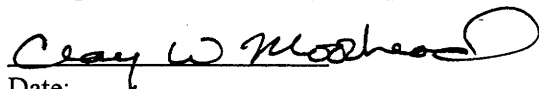
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SIGNATURES

Consultant
Clay W. Moorhead, AICP
Principal, CDA Consulting Group


Date: July 8, 1997

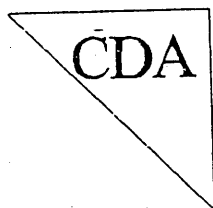
Newberg
Mr. Mike Soderquist, Community Dev. Dir.
City of Newberg


Date: 7-8-97



From: Clay Moorhead To: Mike Soderquist

Date: 7/3/97 Time: 15:12:18

C: Duane
Barb
Randy**CONSULTING GROUP**

PROJECT MANAGEMENT TRANSPORTATION AND LAND USE PLANNING LAND USE DEVELOPMENT

July 3, 1997

FAX

To: Mike Soderquist
Community Development Director

From: Clay Moorhead, Principal
CDA Consulting Group

Regarding: Interim Planning Assistance/ Hourly Rates

This fax is in response to your request for more information relating to Interim Planning Assistance. You have asked our firm to provide a quote of our hourly rate for:

- (1) Myself, and
- (2) My clerical support staff.

Based upon previous arrangements that I have had with the City of Newberg for similar services, the hourly rate for my services is \$80.00 per hour.

I actually do not have "clerical support" employees. When I require these services, I contract for work as needed at a rate of 30.00 per hour.

I do employ a professional Land Use Planner. Her official title is Associate Planner. She has a Masters Degree and has skills equivalent to the position level of Planner Two. She is fully capable of performing tasks associated with land use permits, long range planning, financial planning and technical writing. Her billing rate is 48.00 per hour.

Principal	80.00
Clerical Support	30.00
Associate Planner	48.00