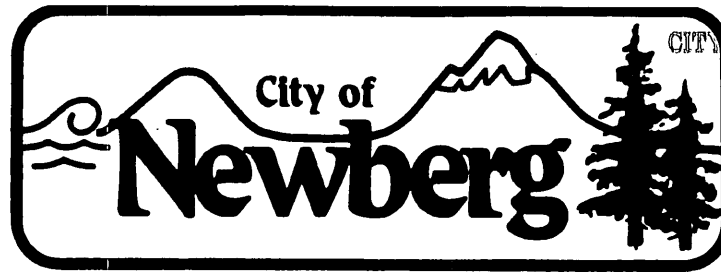


City Manager
(503) 538-9421

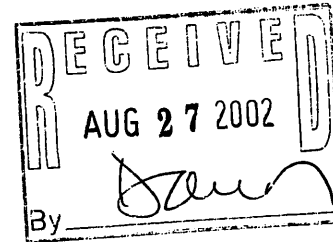
City Attorney
(503) 537-1206



CITY OF NEWBERG
CITY RECORDER INDEX NO. 1840

PO Box 970
Newberg, Oregon 97132

August 25, 2002



Roger Schrieber
Eliran Consulting
PO Box 1206
McMinnville, OR 97128

Dear Roger:

Enclosed is a check for the July web page hosting. I have not seen the invoice for this service but it was still under contract. I have enclosed our August letter, terminating your web hosting immediately. I have included \$32.25 as the prorata share of August (assuming you received the letter by August 8th).

We are not paying the balance of the bill as explained in the June letter. If you have issues with this, you should contact Terry Mahr, City Attorney.

Finally, we are still missing operating and mirroring software for the Finance server and would appreciate your providing us with the licensing information.

Sincerely yours,

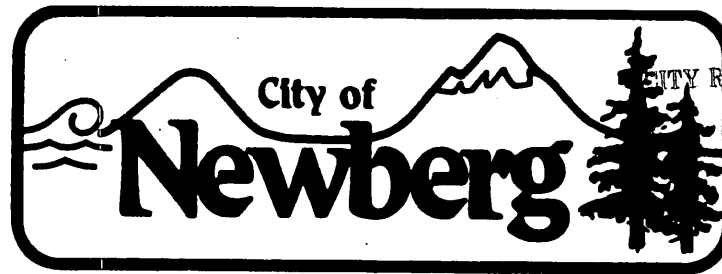
Katherine L. Tri
Finance Director

cc: Terry Mahr, City Attorney ✓
file: \eliran bills

*Norma - FYI
Becky - personnel file*

City Manager
(503) 538-9421

City Attorney
(503) 537-1206

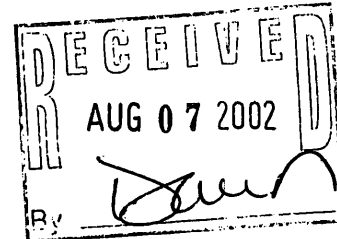


CITY OF NEWBERG
CITY RECORDER INDEX NO. 1840

PO Box 970
Newberg, Oregon 97132

August, 6, 2002

Mr. Roger Schreiber
Eliran Consultant
PO Box 1206
McMinnville OR 97132



Dear Mr. Schreiber:

In accordance with your contract with the City of Newberg for web page hosting and maintenance, we are providing you with immediate notice to terminate your contract, as required by Section 2. The City is faced with a very tight computer and network budget and due to this situation, we are no longer able to use your services. We appreciate the work that you did in establishing the City's web site.

In addition, if for some reason you still have other items belonging to the City, especially software and software licenses, such as the operating system and mirroring software on the Finance server, we would need to have those returned as soon as possible.

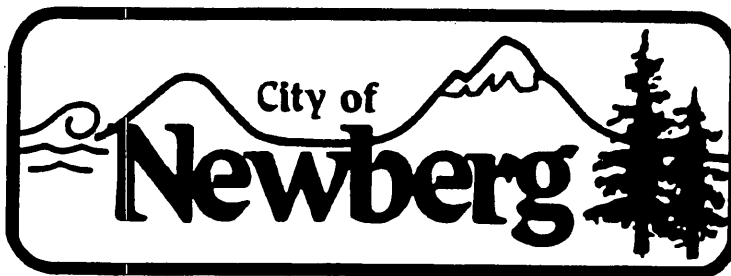
Sincerely yours,

James H. Bennett
City Manager

cc: Kathy Tri, Finance Director
Terry Mahr, City Attorney ✓

City Attorney
(503) 537-1206

City Manager
(503) 538-9421



414 East First Street
PO Box 970
Newberg, Oregon 97132

File #1840

April 30, 2002

Roger Schreiber
Eliran Consultant
P.O. Box 1206
McMinnville, Oregon 97128

Dear Roger:

First of all, we want to thank you for all of your help in the past few months. Like many City governments, we are faced with budgets that keep our City funds tight and due to this situation we are no longer able to use your services.

We do still need to get the pager back that was given to you by Ron Pilcher. Ron stated that you had come to the City to return it, but was unable to locate anyone to give it to. Becky Green has tried to contact you by phone, with no success, to make arrangements to get the pager returned. Please come by City Hall and return it to the receptionist at the front desk as soon as you can.

In addition, if for some reason you may have any other items that belong to the City of Newberg we would need to get those returned to us also. Items might include any City equipment, software, licenses, etc. We appreciate your cooperation with these requests.

Thank you again for your past services to the City of Newberg and continued success in your business venture.

Sincerely,

A handwritten signature in black ink, appearing to read "Terrence D. Mahr", is written over the word "Sincerely,".

Terrence D. Mahr
City Manager Pro Tem

CITY ATTORNEY'S OFFICE: e-mail: nlegal@ci.newberg.or.us Fax: 537-5013

Building: 537-1240 • Community Development: 537-1240 • Finance: 537-1201 • Fire: 537-1230

Library: 538-7323 • Municipal Court: 537-1203 • Police: 538-8321 • Public Works: 537-1233 • Utilities: 537-1205

Municipal Court Fax: 538-5393 • Community Development Fax: 537-1272 • Library Fax: 538-9720

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

Becky Green

From: Dawn Wilson
Sent: Friday, April 26, 2002 3:37 PM
To: Becky Green
Cc: Terry Mahr
Subject: IS situation

Kathy stopped by and asked if you would do the following:

1. Call Roger and ask him if he has Bob Knorr's software/license for windows. If he has it, ask him to bring it to us.
2. Call Ron and ask him if he has software and/or licenses at his house. (We are missing the majority of our software & licenses and thought he might have it at his house.) If he has it, see if he would bring it by or maybe we could pick it up if it's a lot.
3. Kathy thought it would be a good idea to send a confirmation letter to Roger stating that he's time with the City is complete and we will no longer need his services. Also, reiterate in the letter that if he has any City equipment, software, licenses, pager, etc. to please return it to the City. Did you want to maybe draft this letter and then run it by Terry?

Thanks!!

-called - 8:20 4/29/02
Roger Schreiber
Eliam Consultant
P. Box 1206
McMinnville 97128

key/drawer - duane

fire box - 2 yrs. old
older - switch over
tape back up - 2 yrs ago

most licenses in bottom drawer -
software - non operating system -
on receipt - for systems -
metal cabinet stand up files -

w/ computer purchase receipt *



CITY OF NEWBERG
AGREEMENT WITH ELIRAN CONSULTING
TO PROVIDE CONSULTING SERVICES
TO THE CITY OF NEWBERG

THIS AGREEMENT is entered into this 12 day of June, 2001 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and Eliran Consulting (Roger Schrieber)

PO Box 1206

McMinnville, OR 97128 503-267-3077

hereinafter called **Consultant**.

RECITALS:

1. **City** has need for the services of a **Consultant** with particular training, ability, knowledge, expertise and experience possessed by **Consultant**.
2. **City** has chosen the **Consultant** using the extension of previous agreement.

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.

1. **Effective Date and Duration:** This Agreement shall become effective on the date that this Agreement has been signed by every party hereto.

Unless, terminated or extended, this Agreement shall expire when the **City** accepts **Consultant (s)** completed performance or on June 30, 2003, whichever date occurs first. This fact notwithstanding, the services of **Consultant** shall be authorized and paid on a phase-by-phase basis as described in Exhibit AA.

Expiration shall not extinguish or prejudice **City (s)** right to enforce this Agreement with respect to any reach of a **Consultant** warranty or any fault or defect in **Consultant (s)** performance that has not been cured.

2. **Termination:** This Agreement may be terminated at any time by mutual, written consent of the parties. The **City** may, at its sole discretion terminate this Agreement in whole or part upon a 30-day written notice to **Consultant**. The **City** may terminate immediately upon notice to the **Consultant** that the **City** does not have funding, appropriations, or other necessary expenditure authority to pay for **Consultant (s)** work. The **City** may terminate Agreement at any time for material breach. This Agreement may be terminated by either party at the end of a project phase as defined in Exhibit AA or at any

time upon 30 days written notice.

3. **Scope of Work:** The **Consultant** agrees to provide the services provided in the Scope of Work which is Exhibit A and attached hereto and incorporated by this reference. The **Consultant** represents and warrants to the **City** that the **Consultant** can perform the work outlined in the Scope of Work for the fee proposal amount.

4. **Compensation:** The **Consultant** agrees to perform the work for a not-to-exceed fee as indicated in their professional fee proposal obtained in the Scope of Work. The not-to-exceed figure is as follows:

\$5,500.00
(See Exhibit A.)

The **Consultant** shall not exceed the fee for any task included in the fee proposal amount. If the **Consultant** sees that the fee is going to exceed the not-to-exceed figure because the task has changed or is outside the scope, the **Consultant** shall notify the **City** in writing of the circumstances with an estimated amount that the fee is to be exceeded. The **Consultant** shall obtain written permission from the **City** before exceeding the maximum fee amount. If the **Consultant** does work that exceeds the maximum fee amount prior to obtaining the written permission, the **Consultant** waives any right to collect that fee amount.

5. **Additional Work Not Shown within the Scope of Work:** If City requests or requires work to be done not within the Scope of Work of this project, the **Consultant** shall notify the **City** of such work, provide an estimated fee amount, and obtain written instructions to proceed with work in the form of a Agreement amendment prior to proceeding with work and incurring any costs on behalf of the **City**. If **Consultant** proceeds with work prior to obtaining permission and/or Agreement amendment, the **Consultant** waives any right to collect fees for work performed.

6. **Agreement Documents:** This Agreement consists of the following documents which are listed in descending order of preference:

This Agreement with attached Exhibits.

Work is under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City (s)** general right of inspection and supervision to secure the satisfactory performance thereof.

7. **Benefits:** **Consultant** will not be eligible for any federal social security, state workers compensation, unemployment insurance, or public employees= retirement system benefits from the Agreement payment except as a self-employed individual.

8. **Federal Employment Status:** In the event any payment made pursuant to this Agreement is to be charged against federal funds, **Consultant** certifies that he or she is not currently employed by the federal government and the amount charged does not exceed his or her normal charge for the type of services provided.

9. **Consultant (s) Warranties:** The work to be performed by **Consultant** includes services generally performed by **Consultant** in his/her usual line of business. The work performed by the **Consultant** under this Agreement shall be performed in a good and businesses-like manner in accordance with the highest professional standards. The **Consultant** shall, at all times, during the term of this Agreement, be qualified, be professionally competent, and duly licensed to perform the work.

10. **Indemnity:** **Consultant** shall defend, indemnify and hold harmless **City** from and against all liability or loss and against all claims, suites, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out, or relating to the activities of the **Consultant**, or its officers, employees, subcontractors, or agents under this Agreement.

11. **Independent Contractor:** **Consultant** is not currently employed by the **City**. The parties to this Agreement intend that the **Consultant** perform all work as an Independent Contractor. No agent, employee, or servant of **Consultant** shall be or shall be deemed to be the employee, agent or servant of **City**. **City** is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City**

and shall be subject to **City (s)** general right of inspection and supervision to secure the satisfactory performance thereof.

12. **Taxes:** **Consultant** will be responsible for any federal or state taxes applicable to payments received under this Agreement. **City** will report the total of all payments to **Consultant**, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.

13. **Insurance:**

a) **Consultant**, its subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers= Compensation Law and shall comply with ORS 656.017, which requires them to provide workers= compensation coverage for all their subject workers; or by signing this Agreement, **Consultant** represents that he or she is a sole proprietor and is exempt from the laws requiring workers= compensation coverage.

b) **Consultant** will, at all times, carry a Comprehensive General Liability insurance policy for at least \$1,000,000.00 combined single limits per occurrence for Bodily Injury, Property Damage, and Personal Injury. If the policy is written on the new occurrence form then the aggregate limit shall be \$2,000,000.00. The **City**, its agents, employees and officials all while acting within their official capacity as such, shall be named as an additional insured on the insurance specified in this paragraph.

c) **Consultant** will, at all times, carry a Professional Liability/Errors and Omission type policy with limits of at least \$500,000.00. If this policy is a claims made type policy, the policy type and company shall be approved by the **City Manager** prior to commencement of any work under this Agreement.

d) **Consultant** shall furnish the **City** with Certificates of Insurance upon execution of Agreement. Such certificates of insurance evidencing any policies required by this Agreement shall be delivered to the **City** prior to the commencement of any work. A 30-day notice of cancellation clause shall be included in said certificate. The **City** has the right to reject any certificate for unacceptable coverage and/or companies.

14. **Assignment:** The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the Agreement as a whole without written consent of the other.

15. **Ownership of Work Product:** All original documents prepared by **Consultant** in performance of this Agreement, including but not limited to original maps, plans, drawing and specifications are the property of **City** unless otherwise agreed in writing. Quality reproducible records copies shall be provided to **City** at **City (s)** expense, upon request. Any reuse, change or alteration to original documents prepared by **Consultant** is not permitted without written verification or adaption by **Consultant**. **City** shall indemnify and hold harmless

Consultant and Consultant independent professional associates or Consultants from all claims, damages, losses and expenses including attorney=s fees arising out of any unauthorized use of any instruments of professional service.

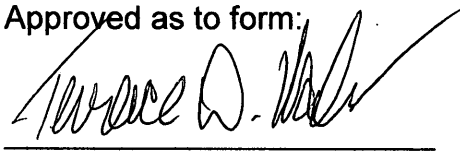
prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

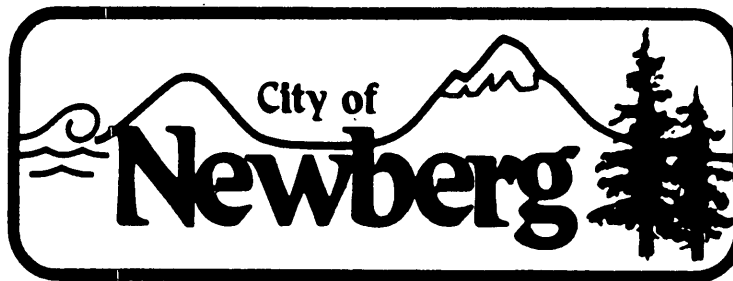
16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

CONSULTANT
By: 
Name: Roger Schreiber
Title: Quality Control Manager
Date: June 12, 2001

CITY OF NEWBERG
By: 
Name: RONALD R. PILCHER
Title: MANAGER OF INFORMATION SVCS.
Date: JUNE 12, 2001

Approved as to form:

Terrence D. Mahr, City Attorney



City Manager
(503) 538-9421

City Attorney
(503) 537-1208

414 E. First St.
Newberg, Oregon 97132

City FAX
(503) 538-5393

INFORMATION SERVICES

RENEWAL OF SERVICE AGREEMENT AND

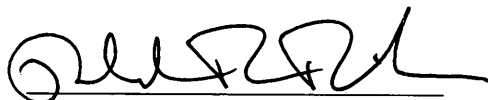
SCOPE OF SERVICE AGREEMENT

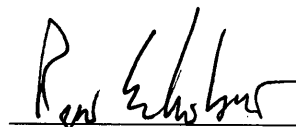
EXHIBIT A:

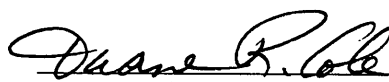
Roger Schreiber & Eliran Consulting and The City of Newberg

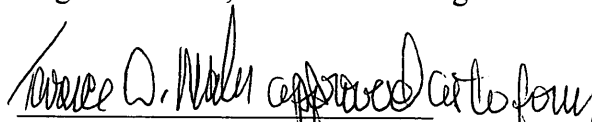
This document shall outline the scope of work and compensation for 1. **General consulting** and 2. **Compensation for WWW hosting, maintenance and initial site reconstruction.**

1. **Compensation for general consulting services:** This compensation shall be \$65.00 per billable hour not to exceed \$2,000.00 in a fiscal year without written approval from the City of Newberg. It will be the responsibility of Eliran Consulting to inform the City if any requested work would exceed the \$2,000.00 limit. Payment for any work done by Eliran Consulting in excess of the \$2,000.00 limit without signed written authorization will be subject to approval by the City.
2. **Compensation for WWW hosting, maintenance and initial site reconstruction:** This compensation shall be a \$2000.00 lump sum payment due on July 1, 2001. This payment shall be compensation for: Initial site reconstruction; Relocation of the WWW site from the City of Newberg's premises to a hosting service designated by Eliran Consulting. A monthly service fee of \$125.00 will be paid beginning August 1, 2001 by the City to Eliran Consulting for monthly maintenance on the City's WWW site. This fee shall cover work done to keep the information on the site current and any additional work not to exceed 10 hours in a single month. If the City requests work that would exceed the 10 hours in a single month or if both parties agree upon a project that is above and beyond general maintenance, an addendum to this agreement shall be created and signed by both parties. This agreement shall outline the scope of work for that project and what compensation will be paid. This agreement will be considered written authorization for exceeding the \$5,500.00 limit described in the Consulting Services agreement. The monthly service fee and what it encompasses will be reviewed after the first three months, the second three months and then at the end of 1 year. This is intended to allow for changes in the workload depending upon what services the City begins to require of its WWW site.


Ron Pilcher, IS Manager


Roger Schreiber, Eliran Consulting

 6/13/2001
Duane Cole, City Manager


Terrence D. Mahr, City Attorney

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"