PROFESSIONAL SERVICES AGREEMENT

SCOPE OF WORK

Barth Consultants LLC, hereinafter called the Contractor shall provide consulting and facilitation services to the Chehalem Parks & Recreation District (CPRD) for the purposes of implementing assigned capital projects ("projects") for the District. The CPRD Interim Superintendent (Casey Creighton) ("Superintendent") will be the primary point of contact between the Contractor and CPRD. Contractor tasks will include

- Serving as the project manager for the projects;
- Facilitating communication between key internal and external stakeholders for the projects and initiatives.
- Providing budget and financial analysis of the projects.
- Coordinating meetings, events, and stakeholder activities.

Specific capital projects and initiatives envisioned in this engagement include:

- Sanders Estate Park project;
- Newberg-Dundee Bypass project; and
- Other capital projects or initiatives which may arise for which the CPRD needs Contractor's expertise, subject to the maximum hours provided for in this Agreement

In addition to the above services, Contractor shall provide the additional services:

- Cooperative development, with the Superintendent, of project-specific work plans and timelines with specific deliverables for each project or initiative Contractor is consulting on.
- Background research review grant, legislative, and other background documents as identified by the Superintendent (possibly to include development codes, prior vision work, and interviews with key stakeholders identified by the Superintendent.
- Coordinate planning meetings for projects
- Participate in Advisory Committees, Steering Committees, and other meetings as warranted to
 ensure that the CPRD is kept aware of key issues, challenges, and opportunities related to the
 projects as they arise and to ensure successful implementation of projects and initiatives.
- Regularly brief the Superintendent on issues and receive direction towards the goal of advancing the CPRD's interests and objectives.
- Brief other CPRD officials, including the Board, as directed by the Superintendent.
- In cooperation with the Superintendent, assist in the procurement and oversight of any consultants necessary for implementing projects and initiatives, including participating in the selection process. It will also include oversight of the consultants' work ensuring that the consultants are providing deliverables as per the approved scope.
- In cooperation with CPRD staff as requested, cultivate and maintain good relations with community stakeholders affected by the projects and initiatives. This may at times entail one-on-one meetings with stakeholders or community groups, with the goal of communicating CPRD objectives and of nurturing a better understanding of the stakeholders' perspectives.
- Assist the CPRD and its partners in the identification of funding sources necessary to implement
 the ultimate visions for the projects and initiatives and in the creation and implementation of
 funding strategies.
- Assist the Superintendent in identifying additional consulting and/or staffing needs to assure that the CPRD's objectives are met, and that its agenda is being appropriately articulated and advanced.
- All action and communication to be performed in coordination with the Superintendent.

The CPRD administrator for this Agreement is: Casey Creighton, (503) 519-6154, ccreighton@cprdnewberg.org, 125 S. Elliott Road, Newberg, OR 97132.

CPRD RESPONSIBILITY

- CHPRD shall provide the contractor with:
 - o information related to the previous work product associated with the projects such as; funding grant awards, conceptual or constructable project designs, community engagement summaries, key contacts, adopted budget and capital plans, Board actions, permitting and approval status and other such information necessary to develop an accurate and actionable project plan for the projects
 - o access to key staff as necessary to provide information related to the projects
 - o access to CPRD facilities as necessary to manage the projects

COMPENSATION

- a. The Contractor shall be paid \$75 per hour for work performed under this Agreement not to exceed 20 hours per week over the term of this Agreement
- b. Invoices shall be submitted to: Casey Creighton, (503) 519-6154, ccreighton@cprdnewberg.org, 125 S. Elliott Road, Newberg, OR 97132.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for the fee rate as outlined in paragraph a above. Payments shall be made to Contractor following the CPRD's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and CPRD will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before Contractor performs work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall include a summary report of progress on project-specific workplans and timelines.
- e. Travel time to and from meetings and auto mileage related to the projects outlined in this Agreement will not be charged by the Contractor with the exception of travel related expenses outside the District subject to pre-approval by CPRD and for any material and production costs in the event CPRD wishes Contractor to produce multiple copies of reports, presentations or other distributed material related to the projects outlined in this Agreement. Contractor shall itemize and explain all expenses for which reimbursement is claimed.

TERM

The agreement become effective on the Execution Date when both parties sign the Agreement and will run for an indefinite period of time until terminated by either party.

ACCEPTANCE

The undersigned parties involved acknowledge and agree to the terms of this Agreement outlined above.

CPRD: Chehalem Parks & Recreation District an Oregon Special District	Contractor: Barth Consultants, LLC an Oregon limited liability company
By: Casey Creighton, Interim Superintendent	By: Gary Barth, Member
Federal Tax id No.	Federal Tax id No. <u>543-60-6265</u>
Date:	Date: