

PROFESSIONAL SERVICES AGREEMENT
for
City of Newberg
NEWBERG FIRE DEPARTMENT
10 Year Strategic Plan

This Agreement entered into this 17th day of October, 1994 by and between the following parties:

CITY OF NEWBERG, a municipal corporation,
through the Newberg Fire Department, a department of the City,
hereinafter referred to as the

"CITY"

and

MANAGEMENT DEVELOPMENT INSTITUTE, INC.,
an Oregon corporation with headquarters in
Clackamas County, Oregon, hereinafter referred to as

"MDI".

RECITALS

1. The City of Newberg sent out a Request for Proposal ("RFP") for "A Fire Department 10 Year Strategic Plan" for the Newberg Fire Department.
2. MDI responded to the proposal by presenting a response entitled "A Systematic Approach" dated July 1994.
3. The City wishes to accept MDI's proposal as submitted under cover letter dated July 21, 1994, and incorporates that response as part of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Services.** MDI agrees to provide the following services:
 - a. Commence and complete the consultation and provide the work and products described in the Summary Proposal and comply with the terms of the RFP, the response "A Systematic Approach" and the any bid documents.
 - b. Develop a comprehensive plan for the future operations of the Newberg Fire Department.
 - c. Develop and review pertinent documents and information in order to make recommendations on specific decision points that will be required for the Newberg Fire Department to move into the 21st Century.

- d. Provide a comprehensive report with recommendations on needed improvements to the delivery system along with a 10 year plan program outlining Newberg Fire Department's financial needs and implementation program to realize presented recommendations (see bid proposal for details).
 - e. Provide any further consultation and information, as needed, to comply with the response to the RFP to develop the plan.
2. **Compensation.** The City shall pay MDI the sum of Fourteen Thousand Nine Hundred Eighty Dollars (\$14,980.00) in total for the plan. MDI shall receive compensation as follows:
 - ◆ \$5,000.00 payable at approximately one third (1/3) completion upon billing by MDI.
 - ◆ \$5,000.00 payable at approximately two thirds (2/3) completion upon billing by MDI.
 - ◆ \$4,980.00 payable within thirty (30) days delivery and completion of final report.
3. **Insurance.** MDI shall furnish the City certificates of applicable insurance as specified in Section 13 of MDI's proposal. Said insurance policies shall be furnished to the City upon request and reviewed for adequacy by the City Attorney. Further, MDI represents that all personnel used on this project are exempt from any workers' compensation coverage. MDI shall furnish proof of status of persons being exempt from workers' compensation coverage and defend and indemnify the City against any claims for workers' compensation.
4. **Assignment.** This Agreement shall be binding upon all parties and cannot be assigned by any party without the written agreement of the other party. Any assignment without such written agreement shall be null and void.
5. **Schedule for Completion.** Section 11 of MDI's proposal contains a project schedule. This project schedule was scheduled to begin on September 1, 1994. The City's Fire Chief and the President of MDI shall meet and agree upon a new schedule which will be attached and become part of this contract. Such schedule shall be agreed upon within ten (10) days of the signing of the Agreement.
6. **Applicable Laws.** This Agreement shall be governed by the applicable laws of the State of Oregon.
7. **Entire Agreement.** This Agreement is an integrated writing, executed by the parties after negotiation and discussions of all provisions. No inducements, concessions or representations of fact have been relied upon by either party, except as set forth in this Agreement and MDI's proposal. This written Agreement, with the accompanying documents, represents the entire Agreement.
8. **Termination.** The City may terminate this Agreement by giving thirty (30) days written notice. MDI shall submit all costs it has incurred and the City shall make payment within thirty (30) days of receipt of billing.

9. **Notices.** All notices under the terms and conditions of this Agreement shall be sent to the parties as follows:

City of Newberg
c/o Michael Sherman, Fire Chief
414 E. Second Street
Newberg, Oregon 97132

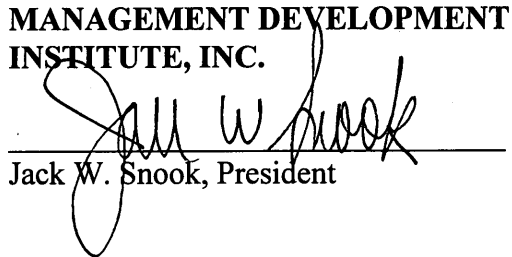
MDI, Inc.
c/o Jack W. Snook, President
19562 River Run Drive
Lake Oswego, Oregon 97034

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate, each of which shall be deemed an original, on the date first written above.

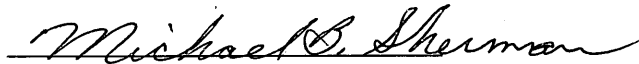
CITY OF NEWBERG


Duane R. Cole, City Manager

**MANAGEMENT DEVELOPMENT
INSTITUTE, INC.**


Jack W. Snook, President

NEWBERG FIRE DEPARTMENT


Michael Sherman, Fire Chief

**APPROVED AS TO FORM
AND CONTENT:**


Terrence D. Mahr, City Attorney

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