

**CITY OF NEWBERG
AGREEMENT WITH J.N. Hartsock Project Management
TO PROVIDE CONSULTING SERVICES
TO THE CITY OF NEWBERG**

THIS CONTRACT is entered into this 24th day of June, 1998 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and J.N. Hartsock Project Management, hereinafter called **Consultant**.

RECITAL

1. **City** has need for the services of a consultant with particular training, ability, knowledge, expertise and experience possessed by **Consultant**.

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

1. **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.
2. **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:

Two-thousand, Five-hundred dollars (\$2,500.00)

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.

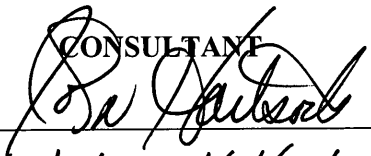
3. **Additional Work Not Shown Within The Scope of Work:** If **City** requests or requires work to be done not within the Scope of Work of this project, the **Consultant** shall notify the **City** of such work, give an estimated fee amount, and obtain written instructions to proceed with work in the form of a contract 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 contract amendment, the **Consultant** waives any right to collect fees for work performed.
4. **Status:** **Consultant** is not currently employed by the **City**. The parties to this contract intend that the relationship between them created by this contract is that of an employer-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 contract; 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.
5. **Work Performed:** The work to be performed by **Consultant** includes services generally performed by **Consultant** in his or her usual line of business.

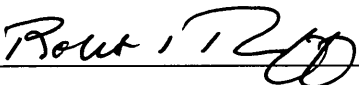
6. **Taxes:** **Consultant** will be responsible for any federal or state taxes applicable to payments received under this contract. **City** will report the total of all payments to **Consultant**, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.
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 contract payment except as a self-employed individual.
8. **Federal Employment Status:** In the event any payment made pursuant to this contract 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. **Hold Harmless:** **Consultant** shall defend, indemnify and hold harmless **City** from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the negligent acts, errors, and omissions of the **Consultant**.
10. **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 contract, **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 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.
 - c) **Consultant** shall furnish the **City** with Certificates of Insurance upon execution of contract and **City** acknowledges receipt of such Certificates of Insurance.
11. **Indemnification:** The City of Newberg, 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 paragraph 10(b) above. A certificate of insurance evidencing any policies required by this contract 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.
12. **Employees' Taxes:** **Consultant** shall also defend, indemnify and hold harmless **City** against all liability and loss in connection with and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to **Consultant's** employees engaged in the performance of this contract.
13. **Termination:** This contract may be terminated by either party at the end of a project phase as defined in Exhibit "A" or at any time upon 30 days written notice.

14. **Contract Duration:** Except as provided for under paragraph 3, the duration of this contract shall be in accordance with Exhibit "A" or until project completion, whichever comes first. This fact notwithstanding, the services of **Consultant** shall be authorized and paid on a phase-by-phase basis as described in Exhibit "A".
15. 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 contract as a whole without written consent of the other.
16. This Agreement constitutes the entire agreement between the parties and supersedes all 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.
17. **Performance:** **Consultant** shall perform all of its professional services in a workmanlike and professional manner. **City** shall indemnify and hold harmless **Consultant**, its agents, subcontractors and employees from and against all claims, damages, losses, and expenses arising out of the development of this project not caused by the failure of **Consultant**, its agents, subcontractors and employees, to perform their services in a professional and workmanlike manner.
18. **Documents:** All original documents prepared by **Consultant** in performance of this Professional Services 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.
19. **Invoices:** All invoices are payable upon receipt and payments are due within 30 days of receipt unless otherwise agreed in writing. Failure to pay an invoice when due outside the cause of **Consultant**, shall constitute default, and interest at 10% per annum shall be payable on all such invoices. In the event of a default, **Consultant** may elect to suspend all professional services under this Agreement until such invoice is paid in full, and may elect to terminate this Agreement as of the 30th day of default.
20. **Failure to Make Payment:** **City** agrees to pay the costs and reasonable attorney's fees and disbursements incurred by **Consultant** in connection with the failure by **City** to make any payment in accordance with the provisions of this Agreement. The parties agree that in the event action or suit is commenced, to enforce any provision of this Agreement or in the event of any breach of this Agreement, the prevailing party shall have and recover reasonable attorney fees, both at trial and on appeal together with all other costs and disbursements allowed by law.
21. **Release of Liability:** **Consultant** shall be free from any liability for delay or failure of providing the services contemplated by this Agreement which arise from strikes, lockouts, or labor troubles of any kind, accidents, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions, or requisitions, failure of manufacturers, or suppliers suspension of shipping facilities, any act or default of a carrier or any other contingency of whatsoever nature beyond **Consultant's** control, including disturbances existing at the time this Agreement was made. In such a situation, if the services contemplated by this Agreement are

not provided during the period contracted for, City shall accept the services and pay for the same when provided, however, provided that the services are provided within a reasonable time after cessation of the aforementioned impediments or causes.

**IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES
BELOW.**

By: 
Name: John N Hartsock
Title: Principal
Date: 6/24/98

CITY OF NEWBERG
By: 
Name: ROBERT I. TARDIFF
Title: CHIEF OF POLICE
Date: 6/24/98

Approved as to form/content:

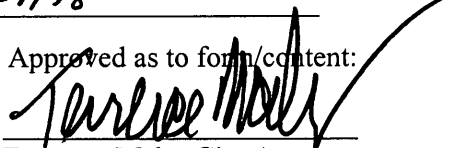

Terrence Mahr, City Attorney

EXHIBIT "A"

PROPOSAL
FOR
REVIEW OF 9-1-1 DISPATCH SERVICES

for the

CITY OF NEWBERG, OREGON

JUNE 17, 1998

PROPOSED BY

J. N. HARTSOCK PROJECT MANAGEMENT

**12042 SE Sunnyside Road
Suite 561
Clackamas, Oregon 97015
(503) 780-4806 Fax (503) 658-3395
Email: jnhartsock@AOL.com**

J. N. HARTSOCK PROJECT MANAGEMENT

Project Management Consulting

June 17, 1998

Chief Bob Tardiff
City of Newberg
401 E. 3rd Street
Newberg, Oregon 97132

Re: Review of 9-1-1 Dispatch Services

Dear Chief Tardiff:

J.N. Hartsock Project Management would like to thank you, for the opportunity to present how we would provide the requested review of 9-1-1 call taking and dispatch services for the City of Newberg. It is our understanding that the scope of work is to develop a comprehensive report, which outlines the current operation of the City of Newberg 9-1-1 / Dispatch Center, and the affect of assuming the call taking and dispatching responsibilities for the City of Hubbard and City of Woodburn police departments.

This request has been generated due to the possibility of NORCOM, the 9-1-1 / Dispatch center currently serving these agencies, ceasing operations. This will be a joint study by the Cities of Newberg and Woodburn each sharing the cost. The attached outlines the proposed scope of work to address these issues.

We believe the purpose of the project is to provide an analysis for the delivery of Enhanced 9-1-1, public safety dispatch services to serve the City of Newberg and the police departments in the City of Hubbard and the City of Woodburn. The analysis will provide a cost and benefit analysis of providing these additional services and proposed facility or equipment enhancements required if any.

J. N. Hartsock Project Management utilizes a highly qualified team of individuals, who understand these issues, and will produce an analysis that can guide the policy decisions for providing these vital services. The consultant shall provide an independent, analytically objective report free from political and personnel constraints.

The Cities of Newberg, Hubbard, and Woodburn must meet the growing demand for public safety communications services in a professional and efficient manner, with dwindling resources. The focus of the study will be to prepare alternatives and recommendations to achieve an efficient and effective solution for providing reliable Enhanced 9-1-1 and public safety dispatch services, amidst the vast environment of change and limited resources. The study will be a tool to assist the Cities in the policy decisions required to determine the appropriate direction for 9-1-1/Public Safety Communications for their citizens and visitors.

Chief Tardiff
June 17, 1998

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This letter is hereby-legal verification of the authority to contract and agreement to comply with all applicable federal, state, county and local laws, ordinances and regulations. The consultant and each of its employees, associates, and subcontractors will comply with all pertinent legal requirements regarding licensure, certification, permits and insurance.

The following proposal outlines J. N. Hartsock Project Management's approach to this task. Thank you for the opportunity to present this proposal. We would sincerely enjoy the challenge to complete this study for the City of Newberg.

Sincerely,

John N. Hartsock

PROJECT UNDERSTANDING:

The following outlines the proposed scope of work for this analysis:

- 1) Definition of the current dispatch center operations and costs including staffing levels, facilities, equipment and systems for performing 9-1-1 call taking and dispatch services. This will develop a baseline of the current operations.
- 2) Develop the staffing requirements for the added responsibility of City of Hubbard and City of Woodburn with a 10 year projection.
- 3) Outline current and recommended voice and data radio systems to serve the agencies.
- 4) Outline the process and equipment required to receive 9-1-1 calls.
- 5) Evaluate current and anticipated levels and quality of service for citizens and law enforcement personnel and recommend methodologies to maintain the highest quality.
- 6) Review other potential service users beyond the Cities of Hubbard and Woodburn Police, such as the northern Marion County fire agencies currently being served by the NORCOM dispatch center.
- 7) Evaluate facility and equipment needs to facilitate these additional users for today and into the future.
- 8) Review of personnel and labor issues resulting from Newberg offering these services.

Further, the analysis will provide a cost benefit analysis of proposed provision of services, projected operating costs, system enhancements, proposed cost allocation concepts and a draft agreement for services. The benefit shall be defined as providing better service in a more effective and efficient manner.

The role of the consultant is to provide an independent, analytically objective report free from political and personnel constraints.

REQUIRED PRODUCTS:

J. N. Hartsock Project Management will provide the City written, and oral reports detailing the work undertaken, tasks completed, and any problems encountered. We will also provide other written reports to summarize findings, options and recommendations during the course of the study. We anticipate at this time that there will be a draft report approximately 75% through the effort and then a final report and the conclusion of the study.

We will meet regularly with the police department representatives, the two PSAP managers, and representatives from the users, all of which are anticipated to be part of the project committee to insure schedule progress, status reporting, and the appropriate addressing of issues and concerns.

The appropriate J. N. Hartsock associates will be available for oral presentations and attendance at Board Meetings and/or other meetings as required gathering data or providing updates on the project.

WORK PLAN:

Refine Scope of Work

Meet with the City personnel to finalize the project scope and desired services. The work product will be a finalized scope of work and project schedule.

Assemble a Project Study Committee

We would suggest that the project committee be comprised of representatives for the dispatchers, police users, and management of the dispatch center. During the interview process we would also suggest that we discuss the study with the Boards and elected officials responsible for these operations. It is also our experience that there is value in including selected members of the public in the process to have their input and understanding of the issues. We would look to the City of Newberg for direction on who might be included in the study process. The work product will be a list of project participants.

Analyze Staffing Requirements

Conduct a staffing study to evaluate current and future staffing needs. This will include the evaluation of 9-1-1 telephone answering, radio dispatch, and other duties performed by the personnel such as records, reception, facility control and the like.

Evaluate and recommend center operations procedures, including but not limited to training, operations, policy and procedures, job descriptions, and activity levels.

The work product for this effort will be a report that evaluates call volume and radio usage as well as other factors deemed appropriate by the consultant, and recommends an appropriate staffing level necessary to provide adequate coverage for today's operation and the impact of adding additional users. This report will clearly document the methodology, data and assumptions used to determine the appropriate staffing level.

Evaluation of Dispatch Center Equipment and Facilities

Research, identify, and evaluate the equipment that will be needed to operate the dispatch center. The work product for this effort will be a report that provides a list of the type and amount of equipment needed at the dispatch center to provide the required service.

Evaluate Public Safety Communications Equipment

Document the current communications system equipment, including telephone, radio, and recording devices, evaluating the current performance and reliability for day-to-day operations and emergencies. This will not include a detailed coverage analysis of the radio system but will review in a general nature the current radio coverage provided.

Evaluate potential disaster situations including the ability to operate the system during the disaster or backups if the current system is lost, and the needs and timing for disaster recovery.

The work product for this effort will be a report on the current public safety communications system for the City outlining equipment, sites, end user equipment and recommendations for upgrades and enhancements if required and related cost estimates.

Evaluate Financial Impacts

Review the current operating budget for 9-1-1 call answering and dispatch operations in the City. This will include operational cost, repair and maintenance cost, replacement cost, and revenues.

Project cost based upon the findings developed above for operation, capital, equipment, maintenance and repair, and replacement.

Compare current costs and revenues to estimated costs and revenues.

The work product for this component will be a report, which will identify any costs [including costs associated with new equipment/technology as well as relevant costs associated with off-site equipment (such as radio antennas)] that will be incurred in operating the new facility. Further, it will include an estimate of the total annual operating cost for the facility. The report will also identify city functions now preformed by dispatch center staffs that are not directly related to emergency or non-emergency dispatch of police and fire calls and the related cost.

Development of Cost Allocation Plan

The development of a cost allocation plan that will allocate the operating costs among the user agencies. The work product for this component will be a report that evaluates different allocation plans and recommends a preferred allocation plan.

Evaluate Regional Cooperation and Backup Support

Evaluate potential regional partners for cooperation in system use and backup support.

Compare and evaluate public safety users service concerns.

Compare system performance including disaster recovery.

Compare estimated costs and/or revenues.

Other

Other duties as assigned, as always.

SCHEDULE:

It is anticipated that this work can be completed within 90 days of notice to proceed, depending upon the availability of agency personnel.

COST PROPOSAL:

Fee: J.N. Hartsock Project Management proposes a lump sum fee of \$2,500 to cover the City of Newberg's share of this study to complete the scope of work as outlined above. This proposed fee is inclusive of all costs and expenses related to the project. This fee would be payable at the completion of the study.

Reimbursable Costs: The above not-to-exceed fee includes the customary expenses (telephone, secretarial, copying, travel, etc.), but excludes expenses for out-of-state travel or special items requested and approved by the City of Newberg in advance.

ORGANIZATION AND MANAGEMENT:

John Hartsock will provide overall Project Management for this project. Mr. Hartsock will be the primary point of contact for the staff throughout the duration of the Contract. John will assure that the goals are accomplished in the time frame desired.

This will be a building block process so as not to overwhelm the participants with the totality of the effort. As stated earlier, staff and management participation is critical to a successful outcome and implementation of these types of efforts. We will make every effort to assure a cordial atmosphere and team environment. We also plan on having a little fun along the way.

QUALIFICATIONS AND RESOURCES:

Associates and staff that are seasoned professionals in this field will meet the goals outlined and will assist John Hartsock who will provide overall project management. Below is a brief outline of the team's experience and qualifications. The team has the hands-on experience of dispatch center operations, management, capital improvement and multi-jurisdiction organizations to properly research and provide an accurate and useable plan to facilitate policy direction. We will not work in a vacuum, however, as our experience has taught us, that staff and management must be an integral part of the process. No one else understands the uniqueness of the City of Newberg's needs and operations better.

John N. Hartsock, President, He has been active in project management for over 30 years and has managed numerous projects related to public safety communications. These projects have included long range planning and development of overall operation and management of the dispatch center, as well as the planning and implementation of facilities and equipment for the center. Technical systems management has included, Enhanced 9-1-1 systems, conventional and trunked radio systems, paging systems, CAD systems, MDT systems, GIS mapping systems, and microwave systems. Projects include: Washington County Consolidated Communications, Clackamas County Communications, Clackamas Regional Elected Group, Columbia Emergency Communications District, and Lincoln City.

Michael F. Swanson - Mr. Swanson has spent 20 years in public administration and management. One of his strongest attributes is the ability to facilitate groups of divergent needs and agendas to a common workable solution. He has been responsible for development and management of budgets, directed economic development efforts including the creation of financing mechanisms, and involved in the oversight of public safety communication centers. He has extensive experience in accomplishing the goals of a multifaceted organization and has a proven ability to analyze complex projects and issues to propose solutions and systems to achieve results. His experience includes: Clackamas County, Columbia County, Wasco County, Mid Columbia Fire and Rescue, City of West Linn, City of Milwaukie, Lake Oswego School District. Mr. Swanson has his law degree from the University of Iowa and has attended the John F. Kennedy School of Government at Harvard University.

Diane Brandt-Schwartz - Ms. Brandt-Schwartz has in excess of 20 years management experience in public safety emergency communications systems, 9-1-1 center operation, technical problem assessment, dispatch services for police, fire and emergency medical services, developing studies and implementation of dispatch center consolidations. She possesses a unique ability to evaluate staffing requirements, and assess training needs for new and existing employees involved in transition to computerized dispatch, mobile data terminals and improved/upgraded radio systems. Diane has extensive experience developing operational policies and procedures, and has been involved at the legislative level in matters dealing with public safety communications. Diane has been a faculty member at the collegiate level regarding public safety standards and training, and an instructor for the State of Oregon Board on Public Safety Standards and Training.

Jana R Snowball - Ms. Snowball has 18 years of experience in all areas of 9-1-1 operations. Her experience includes local government, consolidated emergency services dispatch centers and 9-1-1 Public Safety Answering Points (PSAPs). Ms. Snowball has substantial project experience in the development of hiring practices, policy and procedure writing, 9-1-1 plan writing, facilitating equipment purchases, budget preparation and presentation, project proposals and public presentations. Jana has developed a telecommunication hiring system and designed emergency medical training programs.

Matthew Enser - Mr. Enser and has over 20 years of experience in two way radio communications systems. His experience includes the design and consultation on many local government and industry radio systems. These include VHF, UHF, and trunked 800 MHz voice systems, mobile data systems, microwave systems and other radio applications. He has had substantial experience with dispatch center design and installation as well as remote radio site development and construction.

REFERENCES:

Washington County Consolidated Communications Agency, Beaverton, OR

17911 NW Evergreen Blvd., Beaverton, Oregon 97006

Charles Cameron, Chief Executive Officer, Washington County, (503) 648-8685

RoxAnn Brown, Director, (503) 690-4911

February, 1991 thru January, 1996 / Currently involved in a Phase II project.

This project required the provision of full project management services for this \$16.3 million communications upgrade. The challenge of coordinating the 18 various police and fire jurisdictions within the Agency is unique. The project includes the remodeling and seismic upgrade to a 20,000 s.f. facility, 800 MHz radio system, Computer Aided Dispatch System, furniture, fixtures and equipment coordination and management.

Personnel involved: John Hartsock, Allen Taylor, Diane Brandt-Schwartz

Columbia 9-1-1 Communications District, Columbia County, Oregon

P.O. Box 998, St Helens, Oregon 97051

Dee Wooley, Chairman Board of Directors, (503) 397-7255

Sally J. Smith, Administrator, (503) 397-7255

September, 1994 thru July, 1996

Development of a long range plan to implement a \$7 million communications upgrade project including a new dispatch facility, Enhanced 9-1-1 telephone system, records system, GIS system, CAD system, and a six-site 150 MHz simulcast radio system. There will also be a six-site mobile data system and paging system. Site inter-communication will be by microwave. This will include site acquisition and construction of all facilities including towers and structures. Columbia 9-1-1 Communications District is a special district with an elected board and serves 6 fire agencies and 7 law enforcement agencies. The effort also involved working with the District on financing and bond election.

Personnel involved: John Hartsock, Diane Brandt-Schwartz, Mike Swanson, Matt Enser, Allen Taylor.

Lincoln City Police Department 9-1-1 Communications Center

1503 SE East Devils Lake Road, Lincoln City, Oregon 97367

Robert Mack, City Manager (541) 994-5557

Chief Holden, Police Chief (541) 994-3636

November, 1996 thru December, 1997

Development of a long range plan and review of consolidation with Lincoln County. Developed cost allocation plan for establishing user fees. Scope of work includes remodel of existing facility to accommodate E 9-1-1 upgrade, radio system upgrade, addition of CAD and related work.

Personnel involved: John Hartsock, Diane Brandt-Schwartz, Mike Swanson, Jana Snowball, Allen Taylor.

Clackamas County Dispatch Center CCOM and CREG

2200 Kaen Road, Oregon City, Oregon 97045

Judie Hammerstad, Chair, Clackamas County Board of Commissioners (503) 655-8581

Chief Dan O'Dell, Chair CCOM Users Group, (503) 663-4638

June, 1994, thru December 1996

Development of staffing analysis, procurement and implementation of CAD, development of long-range radio plan, implementation of an Enhanced 9-1-1 telephone system.

Involved Personnel: John Hartsock, Mike Swanson, Diane Brandt-Schwartz

Cowlitz County Dispatch Center

312 SW First Avenue, Kelso, Washington 98626-1724

Bob Burgreen, Chief of Police, Longview, Washington Chair User Committee, (360) 577-3157

Cindy L Barnd, Director, (360) 577-308

January, 1998 thru June, 1998

Development of long range plan including staffing analysis, CAD and RMS systems, Enhanced 9-1-1 telephone system replacement, cost allocation study, equipment evaluation and proposed upgrades and enhancements.

Involved personnel: John Hartsock, Mike Swanson, Diane Brandt-Schwartz, Jana Snowball