PSU#6523

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1816

City of Newberg

AGREEMENT WITH EXECUTIVE LEADERSHIP INSTITUTE TO PROVIDE CONSULTING SERVICES TO THE CITY OF NEWBERG

THIS AGREEMENT is entered into this 13th day of March, 2001,by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and State of Oregon acting by and through the State Board of Higher Education, on behalf of Portland State University, Executive Leadership Institute, Hatfield School of Government , P. O. Box 751, Portland, Oregon 97207-0751 — 503 224-7846; 503 725-8250, hereinafter called **Consultant**.

RECITALS:

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

2. **City** has chosen the **Consultant** using the a competitive selection process. Ads were placed in the Journal of Commerce and over 20 firms requested proposal information.

3. **City** enlisted the assistance of the School District, Chehalem Park and Recreation District, and the City of Dundee administrators to evaluate the four proposals that were received.

4. **City** and the three other entities including the School District, Chehalem Park and Recreation District and City of Dundee interviewed the two finalists. The Executive Leadership Institute was selected as the most qualified **Consultant** to lead this effort.

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 December 31, 2001 whichever date occurs first. This fact not withstanding, the services of **Consultant** shall be authorized and paid on a phase-by-phase basis as described in Exhibit "A," **except if the consultant's services are terminated after Element 1 is completed. This may occur if funding from the State of Oregon is not forthcoming.**

Expiration shall not extinguish or prejudice **City's** right to enforce this Agreement with respect to any breach 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 "A" or at any time upon a 30-day written notice. **Work performed prior to termination will be fully reimbursed to ELI by the City.**

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:

$50,000

To be paid as follows:

Not to exceed at completion of Scope of Work "A" -- $9,279; not to exceed $10,000.

Monthly thereafter to be based on hours and costs billed to the project.

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 not-to-exceed 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 an 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, includes the proposal of the **Consultant** and the Request for Proposal. 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 an employee of the State of Oregon.

8. **Federal Employment Status**: In the event any payment made pursuant to this Agreement is to be charged against federal funds, **Consultant** certifies that they are not currently employed by the federal government, except as an independent contractor, and the amount charged does not exceed their 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 dully 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, suits, 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, to the extent permitted by Oregon law (ORS 30.260 through 30.300) and the Oregon Constitution Article XI, Section 7.

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** as an agency of the State of Oregon is self insured through the State Liability Fund administered by the Risk Management Division, Department of General Services. All Consultant's personnel acting within the scope of their employment are covered for claims arising out of a single accident or occurrence, limited by ORS 30.270.

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 **jointly co-owned by** the ~~property of~~ **City and E.L.I.** unless otherwise agreed in writing. Quality reproducible records copies shall be provided to **City** at **City**'s expense, upon request. **City** shall indemnify and hold harmless **Consultant** and **Consultant's** independent professional associates or **Subconsultants** from all claims, damages, losses and expenses including attorney's fees arising out of any unauthorized use of any instruments of professional service.

16. **Entire Agreement**: 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.

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

State of Oregon, acting by and through The State Board of Higher Education, on behalf of Portland State University:

CONSULTANT

By: Denise I Wendler

Name: Denise I. Wendler

Title: Interim Director of Business Affairs

Date: 04/10/01

By: Douglas Morgan

Name: Douglas Morgan

Title: Directcor, Executive Leadership Institute

Date: April 10, 2001

CITY OF NEWBERG

By: Duane R. Cole

Name: Duane R. Cole

Title: City Manager

Date: April 10, 2001

Approved as to form:

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Terrence D. Mahr, City Attorney

EXHIBIT "A"

HATFIELD SCHOOL OF GOVERNMENT
PORTLAND STATE UNIVERSITY
EXECUTIVE LEADERSHIP PROGRAM

SCOPE OF WORK: ELECTED OFFICIAL WORKSHOPS

Introduction

The local public jurisdictions of the Chehalem Valley share a unique space in Yamhill County. The Chehalem Valley possesses a rich agricultural and small town heritage. However, as it enters the twenty-first century, this heart of the Oregon wine country faces a variety of challenges. The organizations of local government of Chehalem Valley are challenged by a growing and increasingly diverse population; by traffic and other manifestations of urbanization; and, by demands by citizens for the delivery of efficient and economical services in a political environment substantially defined by scarce resources.

As a result of their recognition of these challenges, Chehalem Valley Parks and Recreation District, the City of Dundee, the City of Newberg, and the Newberg School District have jointly agreed to engage the Community Capacity Consortium of the Hatfield School of Government at Portland State University to assist them in the pursuit of strategic planning activities. To supplement and support this strategic planning effort, the Community Capacity Consortium has been asked to propose two workshops for the elected officials of the governing bodies of the local jurisdictions of Chehalem Valley. Among the most important purposes of the MRDP will be to provide the foundation for future collaboration between the City of Newberg, the City of Dundee, the Newberg School District, and the Chehalem Parks and Recreation District. The workshops will assist participants in identifying common interests, prioritizing anticipated projects, and determining an acceptable collaborative model. The sessions will also provide an opportunity for questions and concerns to be discussed in relation to the strategic planning, visioning and implementation process already committed to by the jurisdictions.

SPECIFIC ACTIVITIES

In conducting these two workshops of approximately 3 hours each, the Community Capacity Consortium will carry out the following activities:

1. Meet with representatives of the four jurisdictions to identify their objectives and desires regarding the content of the two workshops.

2. Prepare agenda and written materials needed for the two workshops for review and Approval by the four participating jurisdictions.

3. Conduct and facilitate the two workshops at a location and time chosen by representatives of the four participating jurisdiction

4. Conduct an evaluation of the two workshops

EXHIBIT "B"

HATFIELD SCHOOL OF GOVERNMENT
PORTLAND STATE UNIVERSITY
EXECUTIVE LEADERSHIP PROGRAM

SCOPE OF WORK: ELECTED OFFICIAL WORKSHOPS

ELEMENT 1.0 MEET WITH PROJECT ORGANIZING COMMITTEE. Project team will meet with representatives of the sponsoring jurisdictions to finalize a scope of work.

1.1 Discussion items:

a. Confirm expected project outcomes.

b. Review values and visions developed in 1992.

c. Confirm agenda for first Citizens' Forum meeting.

d. Establish methodology for the selection of the Coordinating Committee and establish Coordinating Committee.

e. Finalize project scope of work and agreement between Organizing Committee and PSU.

f. Participate in strategic plan preparation, process and progress reviews (See Work Elements 7.0 and 8.0).

1.2 Prospective product: Final Scope of Work.

1.3 Meeting schedule: At least six meetings between October 2, 2000 and September 20, 2001

1.4 Project team: As needed, Project Team: Douglas Morgan, Emile Combe, Dave Crumpton and Alison Kelley.

1.5 Project team leader: Emile Combe

ELEMENT 2.0 DEVELOP AND OPERATE A PROCESS FOR CITIZEN INVOLVEMENT AND ENGAGEMENT. The project team will utilize a variety of methods to involve individual citizens and a wide range of groups and organizations in the strategic planning process.

2.1 Relationship Building. Pursue a set of citizen engagement efforts designed to involve a variety of citizens of Chehalem Valley in strategic planning activities. These efforts will be coordinated to recruit residents to the Citizens' Forums, and may include:

a. A door-to-door sample canvas of the community;

b. Telephone trees;

c. As requested by Client, participate in preparation of mailed surveys;

d. Use of media, including the internet, to announce Citizen Forum meetings and other events and products of the strategic planning process.

~~e. Personalized mailed invitations to key community leaders based on outcome of~~ Assets Inventory (see 2.3 below)

2.2 Citizens' Forum Meetings. The project team will organize and facilitate meetings that may be attended by local elected officials *and* 100 or more community residents. ~~The project~~

~~team will facilitate the meetings as follows:~~During the meetings, the project team will:

a. Provide a review of the "values and vision" developed in 1992 and revised in 1994.

b. Review the results of the citizen engagement processes.

c. Divide the attendees into approximately ten discussion groups to discuss assets, capacities, issues and problems of the community.

d. Compile the results of the discussion groups and present such to the reassembled Forum.

e. Use citizen's input, assets, capacities, restraints, and input from forums to prioritize issues.

f. Identify opportunities for participation in the project identification and resolution workshops, that will include through their participation both citizenship training, and leadership training.

g. Facilitate two additional Citizens Forum meetings to review and discuss strategic planning products.

h. Optional: Offer Citizens' Forums for Hispanics and/or other ethnic/cultural groups. This is excellent and should be pursued.

2.2.1 Meeting schedule: At least three meetings between March 1, 2001 and September 20, 2001.

2.3 Inventory of assets and capacities of residents, local groups including civic clubs, and local institutions. Gather~~,~~ and compile into a report, information regarding community groups, institutions, and other community resources that should be included in the ~~s~~Strategic ~~p~~Planning Processes.

2.3.1~~2~~ Schedule: March 1, 2001 – September 20, 2001

2.4 Prospective products:

a. A compilation of community issues and problems.

~~c.~~b. An inventory of community social assets and capacities.

2.5 Project team: Phill Colombo, Emile Combe; Dave Crumpton; Alison Kelley; Steve Johnson; Doug Morgan; Katrina Norvell; Darcy Rourk; Craig Shinn; Brenda Sulick, and others as appropriate.

2.6 Project team leader: Emile Combe

ELEMENT 3.0	**INTERACT WITH THE COORDINATING COMMITTEE**. The project team will collaborate with the Coordinating Committee to prioritize issues and problems, resolve conflicts, develop strategies for allocating resources and create components of the strategic plan.

3.1 Coordinating Committee meetings.

a. Organize the Committee including selection of a Chair and Vice Chair, develop a collaboration memorandum, and agree to a detailed list of action items.

b. Review items reported from Citizens' Forum. Discuss concerns with direction and possible redirection that should be discussed in the larger forum.

c. Review agenda for issue resolution, citizenship and leadership workshops.

~~d. The Committee will participate in the leadership workshops (See Work Element 6.0).~~

e. The Committee will refer difficult issues to the issue resolution process (See Work Element 4.0).

f. As appropriate, the Committee will present prioritized issues and problems at a second Citizens' Forum with preliminary recommendations for action.

g. As appropriate, The Committee and the Issue Resolution Workshop will present an issue or problem ~~to~~ for debate at the third Citizens' Forum (See Work Element 6.0).

h. The Committee will consider ways to utilize the inventory of community assets, issues, and capacities. (See 2.3, above)

i. The Committee will present a final list of issues in the form of a preliminary strategic plan to a third Citizens' Forum.

i. The Committee will work with the Organizing Committee to develop the final strategic plan, including goals and objectives, decision-making routines, implementation strategies, and resource requirements.(See Work Element 7.0).

k. The Committee will participate in one- and two-year reviews of progress on the strategic plan

3.2 Prospective products:

a. A Chehalem Valley Strategic Plan identifying priorities and a detailed work program for second year completion of the strategic plan.

b. A Sustainable Community Consensus Process.

3.3 Meeting schedule: At least six meetings between November 16, 2000 and September 20, 2001.

3.4 Project team: As needed, Emile Combe; Dave Crumpton; Alison Kelley; Doug Morgan; Darcy Rourk.

3.5 Project team leader: Emile Combe

ELEMENT 4.0	**OPERATE ISSUE RESOLUTION WORKSHOPS.** The project team will conduct a series of sessions attended by members of the Coordinating Committee, elected boards and additional citizens as needed for successful problem solving.

4.1 Issue Resolution Workshop Objectives. The workshops will accomplish the following:

~~c.~~a. Provide brief and only as needed, instruction regarding effective problem articulation, including distinctions between "issues" and "problems;"

b. Address specific issues referred by the Coordinating Committee, Citizen Forums or other input received;

c. Identify specific steps, time lines and results or outcomes for each issue identified by the Citizen Forums.

4.2 Prospective products:.

a. Resolution of issues by the Coordinating Committee.

b. A planning guide for future training in effective communication and problem resolution.

c. A resource pool of citizens trained in effective issue development with some conflict resolution techniques and issue resolution planning.

4.3 Meeting schedule: Weekly or bi-weekly meetings, November 16, 2000 – September 20, 2001.

4.4 Project team: Alison Kelley; Darcy Rourk, and, Dave Crumpton.

4.5 Project team leader: Alison Kelley, J.D., a trained and experienced practitioner in public policy facilitation, mediation and conflict resolution.

ELEMENT 5.0	**STRATEGIC PLAN PREPARATION**. The Project team will work with the Coordinating Committee to complete the strategic plan for one issue or problem. Plan completion will include identifying strategies for implementation including timing and resource requirements. The plan will incorporate the results of the previous process elements.

5.1 Prospective product: Complete strategic plan.
   a. Include items mentioned in 4.2 above.

5.2 Meeting schedule: As needed, April 20 – September 20, 2001.

5.3 Project team: Emile Combe, Dave Crumpton, and Alison Kelley.

~~7.4~~5.4 Project team leader: Emile Combe an ~~experienced~~ expert in the preparation of strategic plans.

ELEMENT 6.0	**PROCESS ACCOUNTABILITY**. The project team will assist the Coordinating Committee in the evaluation of each element of the strategic planning process and the establishment of goals, objectives and benchmarks.

6.1 Evaluate each community forum.

6.2 Evaluate problem resolution workshops.

6.3 Evaluate citizenship and leadership workshops.

6.4 Evaluate strategic planning workshop.

6.5 Evaluate issue debate and plan production process.

6.6 Evaluate Coordinating Committee process.

6.7 Prepare a comprehensive first year evaluation.

6.8 As needed, assist in the preparation of a comprehensive second year evaluation.

~~8.10~~6.9 Prospective products:
   a. Continuous and comprehensive evaluation of the strategic planning process, with the intent of making it self-adjusting in the context of a Sustainable Community Consensus Process.
   b. Evaluation and guidance handbook.

6.10 Meeting schedule: At least four sessions during the initial strategic planning process and at least annually thereafter.

6.12 Project team: As appropriate, Douglas Morgan, Emile Combe, Dave Crumpton, and Alison Kelley.

~~8.13~~6.13 Project team leader: ~~Emile Combe~~Douglas Morgan~~, the team's strategic planning expert.~~

ELEMENT 7.0 SUSTAINABLE COMMUNITY CONSENSUS PROCESS. The Sustainable Community Consensus Process developed in the first year will be continued through the second year in a series of future "debates."

~~9.1~~7.1 Consulting team, in cooperation with the Coordinating Committee and the Organizing Committee will prepare a list of work elements and flowchart for the second year process.

7.2 Prospective product: A scope of work that results in an effective second year Sustainable Community Consensus Process.

7.3 Meeting schedule: As needed, April 20, 2001 – September 20, 2001.

7.4 Project team: Emile Combe, Dave Crumpton, and Alison Kelley.

7.5 Project team assignments: Alison Kelley, the project team's resource in public policy facilitation, mediation and conflict resolution will be available on an as-needed basis. Emile Combe and Dave Crumpton will be available to assist in making any desired adjustments to the strategic plan.

ELEMENT 8.0	**PREPARE SECOND YEAR WORK PROGRAM**. Based upon the results under WORK ELEMENTS 8.0 and 9.0, and experience resulting from the Sustainable Community Consensus Process, the project team will assist the Coordinating Committee in the preparation of a second year program.

~~10.1~~8.1 Prepare a comprehensive evaluation and guidance manual for the second year program.

~~10.2~~8.2 Prepare a detailed second year work program including tasks and subtasks, products, schedule, and resource requirements.

~~10.3~~8.3 Assist in the selection of an unbiased third party to facilitate the operation of the second year program.

8.4 Prospective product: Second year program.

8.5 Meeting schedule: As needed, April - Setpember, 2001.

8.6 Project team: Emile Combe, Dave Crumpton, and Alison Kelley.

8.7 Project team leader: Emile Combe

5. Prepare a brief "letter" report of the results of the two workshops.