

CITY OF NEWBERG
AGREEMENT WITH RAGSDALE KOCH ASSOCIATES, L.L.C.
TO PROVIDE CONSULTING SERVICES
TO THE CITY OF NEWBERG

THIS AGREEMENT is entered into this 26th day of June, 2001 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and

Ragsdale, Koch Associates L.L.C.
1119 N.W. First Street
Dundee, Oregon 97115

Phone: (503) 872-9315

FAX (503) 537-3986

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** received authorization from the City Council on May 7, 2001 to develop a strategy to engage the community in the decision making process for transportation planning.
3. **City** has worked with RKA on several other projects and their involvement in the process to date has been helpful in designing the public process..
4. **City Manager** on his authority is authorizing that this work proceed in order to quickly gage, development and lead the community in an effective decision making process.

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 March 31, 2002 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 "A."

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 "A" 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:

\$25,000

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, 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 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 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, 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** 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. **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.

CONSULTANT
By: 
Name: PAUL KOCH
Title: - OWNER -
Date: 6/26/2001

CITY OF NEWBERG
By: 
Name: Duane R. Cole
Title: City Manager
Date: June 26, 2001

Approved as to form:

 6/29/01
Terrence D. Mahr, City Attorney

A PROPOSAL TO CONDUCT A COMMUNITY DIALOGUE ON TRANSPORTATION



PRESENTED TO:

THE CITY OF NEWBERG

PRESENTED BY:

RAGSDALE KOCH ASSOCIATES, LLC

JUNE 25, 2001

INTRODUCTION: The City of Newberg, Oregon has requested a proposal from Ragsdale Koch Associates, LLC (RKA) to conduct a dialogue with the residents of the City.

A City Council has determined to engage the residents in a dialogue regarding the transportation problems in Newberg. To begin that process the City appointed a Transportation Task Force, which was, asked to develop a list of recommended projects and to discuss the projects with the community. The Task Force has prepared and prioritized a project list. That list has been reviewed by the City Council who has agreed that it is an appropriate starting point for the dialogue with the community through a series of community meetings. This proposal is in response to the need to begin those facilitated meetings

The City wants to determine if the projects prioritized by the Task Force are the projects the community as a whole views as important. Since the City doesn't have enough money to fund the entire improvement list, the Council also wants to learn the amount of citizen support that exists for various financing methods, most of which would result in increased or new taxes and/or fees.

The Task Force therefore is going to conduct a series of meeting to discuss the transportation issue with the community. What the Task Force wants to do is present the list to the community saying, "here is a list of projects we believe are desirable to reduce congestion and improve mobility in and around Newberg. Did we get it right? If you agree with the projects how would you like to see them financed?"

This proposal is for RKA to supervise the process of recruiting for and facilitating at those meetings.

**THE BASIC
SCOPE OF WORK**

RKA will provide management, consultation and facilitation services necessary to complete this project.

Specifically RKA will provide the following services:

1. Work with an expanded Transportation Task Force, which will have two meetings as a Turn Out Task Force (TOTF). Through RKA's facilitation and leadership the TOTF will design a campaign to invite and recruit all residents of Newberg to attend the community meetings. RKA will meet with the TOTF twice to guide them in formulating and carrying out their responsibilities.

2. Plan for and facilitate the community meetings. Four meetings are proposed with an optional fifth meeting, if necessary.
 3. Assist the citizens attending the meetings prepare and deliver their final recommendations to the City Council and the Community.
 4. Assist the City and the Community in the development and implementation of action plans based on the desires of the community and the City.
-

**STEP ONE:
TURN OUT
TASK FORCE
MEETINGS**

**JUNE 26
AND JULY 10**

RKA will conduct the two meetings of the TOTF, which will develop a campaign to recruit citizen participation. The TOTF will be responsible for developing all of the strategies. A community wide canvass will be included.

**STEP TWO:
COMMUNITY
RECRUITMENT**

**AUGUST 6-
SEPTEMBER 7**

Implementation of the citizen recruitment strategies. During this period RKA will oversee and ensure that all designated strategies are carried out. This recruitment period is critical for attendance and participation of local citizens.

**STEP THREE:
Y'ALL COME
MEETINGS**

**SEPTEMBER
25-OCTOBER
16**

During these facilitated meetings the citizens of Newberg will react to the project list prepared by the Transportation Task Force. They will develop their priority list and will then determine how to phase and finance the projects. This work will result in community-drafted recommendations for action. Representatives chosen at the final meeting will present the recommendations to the City Council.

**STEP FOUR:
REPORT TO
CITY COUNCIL**

**LATE
OCTOBER**

RKA will coach and prepare the citizens for the City Council presentation.

**STEP FIVE:
TASK FORCE
MANAGEMENT**

ONGOING

RKA will manage coordinate and assist task forces created by the citizens at the Y'All Come meetings. These task forces will be responsible for implementing the action plans that the Y'all Come process has suggested and have been approved by the City Council.

**FEE AND
PAYMENT
SCHEDULE:**

RKA will be paid on a time and materials basis. Mike Ragsdale and Paul Koch will be billed at the rate of \$200.00 per hour. Support staff will be billed at the rate of \$85.00 per hour.

The City will be responsible for all turnout campaign costs and meeting expenses.

Payments to RKA for tasks 1 through 4 will not exceed \$25,000.00.

\$7,500.00 is due upon signing of this agreement and the balance will be billed on a monthly progress basis.

AGREED AND ACCEPTED:

CITY OF NEWBERG

By: Thane Cole

Date: June 26, 2001

RAGSDALE KOCH ASSOCIATES:

By: Mike Ragsdale

Date: 6.26.01