

CITY OF NEWBERG
AGREEMENT WITH STRATEGIC POLICY PARTNERSHIP,
LLC (CRAIG FRASER)
TO PROVIDE CONSULTING SERVICES
TO THE CITY OF NEWBERG

THIS AGREEMENT is entered into this 4th day of September, _____ by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and Craig Fraser / Strategic Policy Partnership, LLC
(Consultants name)

P.O. Box 577
(Address)

West Tisbury, MA 02575

508-693-8571
(Phone)

508-693-1404
(Fax)

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** has chosen the **Consultant** using the referral of Attorney Todd Lyon to provide services related to the Police Assessment.

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 **Consultants** completed performance or on November 15, 2015, 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.

Expiration shall not extinguish or prejudice **Citys** right to enforce this Agreement with respect to any breach of a **Consultant** warranty or any fault or defect in **Consultants** 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 **Consultants** work. The **City** may terminate Agreement at any time for material breach, unless **Consultant** has cured such defect or deficiency within a reasonable period of time

following notice of such claim.

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:

\$ 23,750.00

The **Consultant** shall not exceed the fee for any task included in the fee proposal amount. If the **Consultant** foresees 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, Scope of Work, and Exhibit A. 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 employee 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. **Consultants 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 duly 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 of, 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 will, at all times, carry a Commercial General Liability insurance policy for at least \$1,000,000.00 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 \$2,000,000.00. The City, 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 this paragraph.

c) Consultant will, at all times, carry a Professional Liability/Errors and Omission type policy with limits of at least \$500,000.00. If this policy is a claims made type policy, the policy type and company shall be approved by the City Manager prior to commencement of any work under this Agreement.

d) 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, drawings and specifications are the property of City unless otherwise agreed in writing.

Quality reproducible records copies of final work product, including digital files of text and drawings shall be provided to City at the conclusion or termination of this Contract. City shall indemnify and hold harmless Consultant and Consultants independent professional associates or Subconsultants from all claims, damages, losses and expenses including attorney fees arising out of the City's use of any instruments of professional service for purposes outside the scope of this Contract.

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.

17. **Notification:** All correspondence and notices related to this Agreement shall be directed to the project manager for the party to whom the correspondence or notice is intended. If directed to the City: City of Newberg, P.O. Box 970, Newberg, Oregon 97132, Attn: City Attorney. If directed to the Consultant: Attn: Craig Fraser at P.O. Box 577 West Tisbury, MA 02575. Each party shall be responsible for notifying the other of any changes in project manager designation.

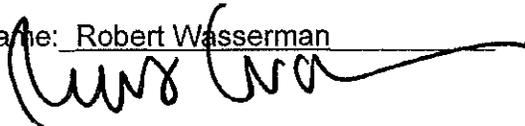
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

CONSULTANT

CITY
OF NEWBERG

By: STRATEGIC POLICY
PARTNERSHIP, LLC

By: _____

Name: Robert Wasserman


Name: _____

Title: CHAIRMAN

Title: _____

Date: 9.4.15

Date: _____

associates or **Subconsultants** from all claims, damages, losses and expenses including attorney fees arising out of the City's use of any instruments of professional service for purposes outside the scope of this Contract.

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CONSULTANT

By: _____

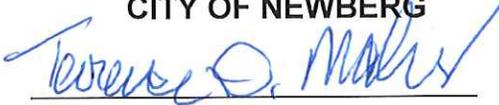
Name: Robert Wasserman

Title: _____

Date: _____

Division Approval: _____

CITY OF NEWBERG

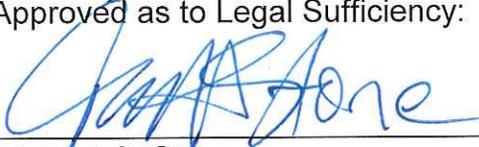
By: 

Name: TERENCE D. MAHR

Title: CITY MANAGER PRO TEM

Date: 9/8/15

Approved as to Legal Sufficiency:



Truman A. Stone
City Attorney

EXHIBIT A – SCOPE OF WORK
to Agreement with Strategic Policy Partnership, LLC
(Craig Fraser & Bill Tegeler)

Scope of Work: Scope of services: to interview employees and prepare a written set of findings concerning an assessment of the Police Department.

- Individual interviews of each employee, both sworn and civilian.
- Each person would be given an opportunity to be interviewed but interviews will not be compelled.
- All the interviews could be done in a week, by two people conducting interviews.
- All interviews will be one hour per session, allowing a total of 30 hours each interviewer for a total of 60 hours.
- Report writing will require another 50 hours, 30 for Craig Fraser as the primary and 20 for Bill Tegeler. 8 hours would be allotted for a presentation of findings.
- Total personnel cost is \$12,000. Travel and expenses would be budgeted at \$6000 for the week of on-site interviews and a return trip to deliver the report in person.
- Having a 3rd person read and edit the report for quality control purposes would cost \$1000.
- The study and report will not include determination of any potential misconduct nor will it include any assistance with implementation of identified areas to improve, if any.

The total of direct charges is \$19,000. Indirect costs would be \$4,750. Total cost would then be \$23,750.

The total time needed would be 6 weeks.

Start in late-September and be wrapped up by mid-November.