

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (Agreement) is between the City of Portland, Oregon (City) and Patton Boggs LLP (Contractor).

CONTRACTOR DATA AND CERTIFICATION

Name (please print): Patton Boggs LLP

Address: 2550 M Street, NW, Washington, DC 20037

Employer Identification Number (EIN) 52-0749196

City of Portland Business License # _____

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☒ Partnership
☐ Corporation ☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp.
☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records may subject the Contractor to 20 percent backup withholding.

RECITALS:

1. The City of Portland's Office of Government Relations (Office) provides government representation for all City bureaus and offices, the Mayor, and members of the City Council in advancing City objectives with the Congress, State legislature, federal and state agencies and other entities. The Office also provides assistance to City Council members in achieving their outlined goals and objectives.
2. The City's interests encompass those of general concern to a large municipality and those of specific concern to the City of Portland. The City's interests include, but are not limited to:
 - a. Public safety -- issues and funding related to community policing, innovative crime prevention, drug abuse, police and fire training facilities, interoperable communication systems, shared public safety broadband and other programs.
 - b. Homeland security -- issues and funding related to homeland security grant programs, emergency management, including mitigation, preparedness, and response and recovery capabilities.
 - c. Affordable Housing-- issues and funding related to preservation and development of affordable rental housing, ending and preventing homelessness - including veterans, preventing foreclosures, increasing homeownership among communities of color; creating sustainable communities, and fair housing.

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- d. Environmental – issues and funding related to drinking water, wastewater management and resource management, brownfields development, clean air, CERCLA/RCRA and municipal liability, combined sewer overflows, and watershed and river basin management and protection.
 - e. Sustainable development – issues and funding related to smart growth, green building, energy efficiency, renewable energy, climate change, and sustainable community development.
 - f. Transportation – issues and funding related to roads and highways, transit, transportation system management, intelligent transportation systems, rail, ports, aviation, and transportation alternatives.
 - g. Economic development – issues and funding related to empowerment zones, economic cluster development, area development and redevelopment projects, lean manufacturing and supply chain development, innovative technology assistance, and eminent domain.
3. In May, 2011, the Office issued a request for proposals seeking responses from individuals or firms with demonstrated experience in federal government representation to cities, similar in size and issues to the City of Portland. RFP No. OGR003. Contractor submitted the successful responding proposal.

AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

- (a) Contractor shall, at the direction of the Director of Government Relations and on behalf of the City of Portland, provide to the City those services set out below:
 - Monitor appropriate legislative committees, federal agencies and interest groups and develop strategies and action plans in order to advance specific federal objectives.
 - Develop strategies and action plans to advance specific federal objectives.
 - Represent the City's federal legislative and regulatory objectives with members of the Oregon Congressional Delegation, other pertinent members of Congress, appropriate congressional committees, federal agencies and congressional staff, in addition to maintaining effective liaison with major public interest groups and coalitions with which the City associates.
 - Establish and maintain effective contacts and relationships with key members of Congress, Congressional staff, agency officials and interest groups.

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- Monitor all federal legislative committees, federal agencies, rule making, regulations and the activities of appropriate interest groups, which pertain to the federal interests, goals, and objectives of the City.
 - Seek funding opportunities for City capital and other projects and programs through special appropriations, grants and other means.
 - Regularly review the Federal Register and other sources of information for grant opportunities relevant to the City, and shall immediately inform the City of such opportunities, as well as maintain a log of grant announcements sent to the City, and promote any grant application submitted by the City for funding.
 - Attend meetings and conferences of associations in which the City is a participant to the extent that attendance is reasonable and necessary for the performance of the Contractor's responsibility to the City.
- (b) Deliverables shall be considered those tangible resulting work products which are to be delivered to the Office of Government Relations such as reports, draft documents, data, interim findings, and meeting presentations. Deliverables for this project shall include, but are not limited to the following:
- Bi-Weekly reports to Council and Bureau Managers about Congressional issues.
 - Bi-Weekly reports to Council and Bureau Managers about Contractor's work on behalf of the City.
 - Annual Federal Agenda for City of Portland.
 - Annual Federal Report for City of Portland due following Congressional Session.
 - Weekly or more frequent reports on federal funding opportunities.
 - Reports on the status of City appropriations requests.
 - Contract performance measures will be established between the City and the Contractor.
 - Itemized monthly billing statements.
 - Other duties and deliverables as needed.
 - The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

Unless otherwise specified by the Office of Government Relations, all reports, billing statements, and work products shall be submitted electronically in a mutually-agreed upon format prior to submittal. Any hard-copy reports specifically requested by the Office of Government Relations shall be printed double-sided and in bindings or report covers that are fully recyclable, preferably using materials containing post-consumer waste (PCW) recycled content. The Contractor shall provide deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732>

2. COMPENSATION AND BILLING AND PAYMENT PROCEDURE

- (a) The City shall pay Contractor for work performed under this Agreement. The payment shall be full compensation for work performed, for services rendered, and for all

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labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

(b) Upon approval by the City Project Manager of bills submitted by Contractor, the City shall compensate Contractor for services performed under this Agreement for a monthly retainer of \$16,500.00. The total compensation under this Agreement shall not exceed \$198,000 annually, unless separately authorized by City Council or Chief Procurement Officer as provided in Section 19 of this Agreement.

(c) The monthly retainer shall include usual business expenses, such as photocopying, staff time, research and other similar costs and expenses. The City shall pay for travel and lodging expenses on lobbying trips to Washington DC and elsewhere for city officials, except for transportation to and from the airport and while traveling to and from working meetings with Contractor, which shall be provided by Contractor. Working meals involving Contractor and city staff relating to the City's federal legislative agenda shall be paid by Contractor as an expense included in the monthly retainer. Contractor will also occasionally sponsor tables at events in Washington DC or in Portland, Oregon that help to facilitate the City's federal legislative agenda.

3. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of September 1, 2011 and shall terminate as of August 31, 2014. The contract date may vary depending upon early termination of this Agreement. The City may elect to extend the agreement for a period of up to an additional three years under the same terms and conditions in this Agreement at any time prior to the termination of this agreement by written notice to Contractor. The passage of the expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance that has not been cured, or as otherwise expressly noted in this Agreement.

4. ORDER OF PRECEDENCE

This Agreement consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) the terms and conditions of this Agreement, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

5. EARLY TERMINATION OF AGREEMENT

(a) The City may terminate this Agreement at any time for any reason deemed appropriate in its sole discretion. Termination will be effective immediately upon notice of termination given by the City.

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(b) Either party may terminate this Agreement in the event of a material breach of the Agreement by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate and fifteen (15) days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.

6. PAYMENT ON EARLY TERMINATION

(a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date. No other losses, damages, costs or expenses for any indirect, consequential, or punitive damages, including but not limited to loss of anticipated profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract or in tort, including negligence, strict liability, or any other theory of liability.

(b) If the City terminates pursuant to 4(b) above, the City is entitled to all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.

(c) If the Contractor justifiably terminates the Agreement pursuant to 4(b) above, the Contractor's sole and exclusive remedy shall be payment for work prior to the termination. No other losses, damages, costs or expenses for any indirect, consequential, or punitive damages, including but not limited to loss of anticipated profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract or in tort, including negligence, strict liability, or any other theory of liability.

(d) In the event of early termination all of the Contractor's work product under this Agreement will become and remain property of the City.

7. INDEMNIFICATION

(a) Indemnity - Claims for Other than Professional Liability. Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from all claims, losses, demands, actions, and suits (including reasonable attorney fees and costs) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, employees or agents in the performance of its services under this Agreement. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or early termination of this Agreement.

(b) Indemnity - Claims for Professional Liability. Contractor shall defend, save, and hold harmless the City, its officers, agents, and employees, from all claims, suits, or

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actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this Agreement. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City. This duty shall survive the expiration or early termination of this Agreement.

(c) Indemnity - Standard of Care. The standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

8. INSURANCE During the term of this Agreement, Contractor shall maintain in force at its own expense the insurance noted below:

(a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Contractor agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit A and shall remain attached to this Agreement and becomes a part of it as if fully copied herein. Any misrepresentation of information on the Questionnaire by Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the Agreement immediately and the notice requirement contained in subsection 4(c), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

(b) Commercial General Liability insurance with a combined single limit of not less than \$1,133,000 combined single limit for bodily injury liability and property damage liability per occurrence with an annual aggregate limit of not less than \$3,000,000. The limits of the insurance shall be subject to any changes as to maximum statutory limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement. The insurance shall be without prejudice to coverage otherwise existing. It shall include contractual liability coverage for the indemnity provided under this Agreement, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Agreement.

(c) Automobile Liability insurance with a combined single limit of not less than \$1,133,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable.

(d) Professional Liability insurance with a combined single limit of not less than \$1,133,000 per claim, incident, or occurrence to cover damages caused by error, omission

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or negligent acts related to the professional services to be provided under this Agreement. If insurance coverage is provided on a "claims made" basis, the Contractor shall acquire a "tail" coverage or continue the same coverage for three years after completion of the Agreement, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, Contractor shall notify City immediately.

(e) On all types of insurance required under this Agreement, there shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.

(f) Certificates of insurance. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificates will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause and 10-day non-payment clause that provides that the insurance shall not terminate or be cancelled without 30 days or 10 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. SUBCONTRACTING AND ASSIGNMENT

(a) Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

(b) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

(c) The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

10. OWNERSHIP OF WORK PRODUCT

All work product produced by the Contractor under this Agreement is the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor and the City intend that such work product shall

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be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications.

11. COMPLIANCE WITH APPLICABLE LAWS.

(a) In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules.

(b) Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

12. INDEPENDENT CONTRACTOR AND EQUAL EMPLOYMENT OPPORTUNITY STATUS

As noted in the Independent Contractor Certification Statement, attached hereto as Exhibit A, Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. In providing goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, Contractor agrees it has certified with the City's Equal Employment Opportunity certification process, as attached hereto as Exhibit B. The required completed documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

13. COMMENCEMENT OF WORK

Neither party is obligated to perform services under this Agreement until authorized by the City in accordance with its Charter, and until this Agreement is fully executed by the parties.

14. PROJECT MANAGER

(a) The City Project Manager shall be Martha Pellegrino, Director, Office of Government Relations, or such other person as may be designated in writing by the Director. The City Project Manager is authorized on behalf of the City to approve Contractor's work and billings under this Agreement, to give notices under this Agreement, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

(b) Victoria Cram shall be the person assigned by the Contractor for the conduct and performance of work under this Agreement. The Contractor shall not change personnel assignments without prior written approval of the Project Manager.

15. OREGON LAW AND VENUE

This Agreement shall be interpreted, construed and enforced according to the law of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon in Portland, Oregon.

16. DISPUTE RESOLUTION/WORK CONTINUATION

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time with a mediator jointly selected by the parties, at a location consistent with the venue selection identified in Section 15. Notwithstanding any dispute under this Agreement, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by this Agreement for undisputed portions of the work. No different dispute resolution process in this Agreement or otherwise shall supersede or take precedence over this Section. Whether in alternative dispute resolution or litigation, no attorney fees shall be recoverable.

17. BUSINESS LICENSE

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

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18. AMENDMENTS

If the City and Contractor agree to amend the Scope of Work under this agreement, the City and Contractor may amend this Agreement by written amendment, approved as to form by the City Attorney and executed by the authorized representatives of the City and Contractor. Unless otherwise provided in the authorizing document, if any, any amendment that increases the amount of compensation payable to Contractor in an amount of 25% or less of the original amount of compensation in this Agreement may be approved by the City Attorney, the Director of Government Relations, and the Chief Procurement Officer. Any amendment that increases compensation by more than 25% of the original amount of compensation in this agreement must be authorized by City Council. The Chief Procurement Officer, the Director of Government Relations and the City Attorney may authorize any other amendment on behalf of the City.

19. PROHIBITED INTEREST

- (a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of this Agreement.

20. ACCESS TO RECORDS

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

21. AUDITS

- (a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Agreement at any time in the course of the agreement and during the three (3) year period established by Section 19, Access to Records. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

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- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under Section X, Early Termination of Agreement and Section X, Remedies.

22. SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

23. WAIVER

The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

24. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement. Enforcement of this Agreement is reserved to the parties alone.

25. FUNDS

City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

26. MERGER CLAUSE

THIS AGREEMENT AND THE ATTACHED EXHIBITS, TOGETHER WITH THE DOCUMENTS REFERENCED IN SECTION 4, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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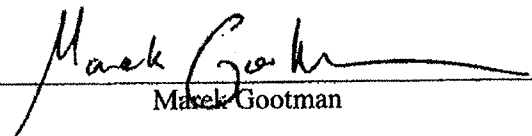
27. SIGNATURES

(a) This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

(b) The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

OUTSIDE CONTRACTOR SIGNATURE

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

By 
Marek Gootman

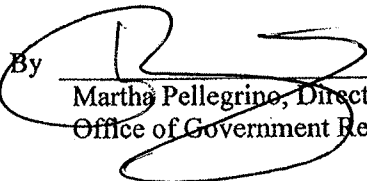
Title Partner
Date August 31, 2011

Business
Tax ID No. 52-0749196

Contract No.

CITY OF PORTLAND SIGNATURES:

By


Martha Pellegrino, Director
Office of Government Relations

Date

9/13/11

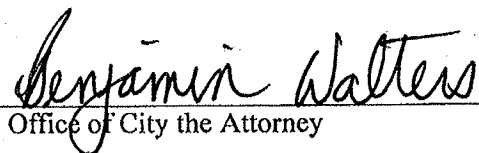
By

Chief Procurement Officer

Date

Approved as to Form:

By


Office of City the Attorney

Date

9/14/2011

EXHIBIT A

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Signature for Contractor

Mark Gahr

Date

31 August 2011

Entity

ATTOR BAGGS LLP

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor; standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- ☐ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- ☐ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- ☐ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- ☐ D. Labor or services are performed only pursuant to written contracts;
- ☐ E. Labor or services are performed for two or more different persons within a period of one year; or
- ☐ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date