

Moore-Love, Karla

From: Peterson, Christian (Police)
Sent: Tuesday, June 06, 2017 2:32 PM
To: Council Clerk – Testimony
Cc: Rooklyn, Jordan
Subject: TESTIMONY for *638 Authorize a contract with Coraggio Group Inc. for strategic planning services for a total not-to-exceed amount of \$300,000 (ordinance; Contract No. 30005883)

Name: Christian Peterson
Address: Police Bureau
Crime Analyst for Portland Police Bureau

Testimony: A strategic plan is the foundation for any successful organization. I was afforded the opportunity to engage in the identification of a facilitator for the Portland Police Bureau's strategic plan. This allowed me to see the enthusiasm the Police Bureau has in embracing 21st Century Policing. I look forward to the assistance the facilitator will provide in paving the road to where the community and the Bureaus goals will deliver us and how those goals will be measured along the way.

Regards,

Christian Peterson
Crime Analyst
Strategic Services Division, Portland Police Bureau
1111 S.W. 2nd Ave.
Portland, Oregon 97204

Moore-Love, Karla

From: Fred Sanchez <fredsanchezemail@gmail.com>
Sent: Tuesday, June 06, 2017 9:09 AM
To: Council Clerk – Testimony
Subject: TESTIMONY for *638 on 6/7/17

I support *638 to authorize a contract with Coraggio Group Inc. for strategic planning services for a total not-to-exceed amount of \$300,000 (ordinance; Contract No. 30005883)

Fred Sanchez

11112 NE Halsey St, Portland OR 9220

Cell:

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503-803-3707

Testimony for 6/7/17 *638 Authorize with Coraggio Group Inc. for strategic planning services for Police Bureau

IMPACT STATEMENT

Legislation title: * Authorize a contract with Coraggio Group Inc. for strategic planning services for a total not-to-exceed amount of \$300,000. (Ordinance: Contract No. 30005883)

Contact name: Aubrey Lindstrom

Contact phone: 503-823-0364

Presenter name: Lt. Wendi Steinbronn

Purpose of proposed legislation and background information:

The Police Bureau wishes to create a strategic plan in collaboration with the larger community to improve our transparency and accountability, and to focus organizational efforts to improve desired outcomes. This legislation is to enable the Police Bureau to hire a professional facilitator to guide the strategic planning process.

Since 2012, the bureau has operated using the Department of Justice Settlement Agreement as a strategic plan. The Settlement Agreement embodies only a part of what the bureau hopes to accomplish and lacks broad community and internal bureau buy-in.

The purpose of a strategic plan and the strategic planning process will be to:

1. Incorporate input from bureau members, community members, pertinent City agencies, as well as other organizations and stakeholders;
2. Generate buy-in through the planning process; and
3. Provide a measurable, flexible roadmap to act as a benchmark for progress and a system of accountability over the next five years.

To help achieve these objectives, the facilitator will:

1. Assess the community's vision and priorities for the Police Bureau's future;
2. Assess staff vision and priorities for the Police Bureau's future; and,
3. Facilitate the strategic planning process.

Financial and budgetary impacts:

None.

Identified Budget: \$300,000

Vendor proposal: \$237,842.62 + travel expenses and additional data/research billed at cost

Community impacts and community involvement:

How a strategic plan will impact the community

The Police Bureau has made strides in promoting community engagement and bureau accountability and must build on its successes. The Police Bureau is committed to engaging with the community, in particular those suffering from mental health issues, individuals with disabilities, young people, new and emerging communities, refugees, and communities of color.

Creating a strategic plan that (1) incorporates input from community groups, particularly underserved groups, and (2) puts community members in a joint decision-making position for the planning process and plan contents will build stronger relationships, more effective strategies, and better transparency and accountability for the Police Bureau – ultimately helping the bureau to better protect, serve, and work with all members of our City.

How the community will be involved

Community input – including from individuals, businesses, pertinent City and County agencies, non-profits, and other stakeholders – is essential to this process.

- Community representatives make up approximately half of the Strategic Planning Steering Committee. The Steering Committee is responsible for approving the facilitator's approach, reviewing the results of major project activities, and making decisions pertinent to the final plan's contents.
- The Scope of the Work for the project was developed by seven internal bureau members and given to ten community members for feedback. These community members include representatives from the Mayor's Office, Beth Israel PDX, Urban League, Unite Oregon, Albina Ministerial Alliance, the Somali community, Muslim Educational Trust, business owner, retired law enforcement, and an Oregon State employee.
- A pillar of the project's scope is to assess the community's vision and priorities. This will include at least eight (8) small group meetings, a survey, follow-up meetings and accessible presentations throughout the project.
- The facilitator, Coraggio Group, has subcontracted JLA Public Involvement to perform community outreach and engagement throughout the project. JLA has ties to and experience working with community groups such as: African American Church Leaders, Black Youth Collective, Immigrant & Refugee Community Organization, Native American Youth and Family Center, and the Russian Speaking Network.
- The bureau, Coraggio Group, and JLA have emphasized the need to know of and incorporate the unique needs of distinct communities throughout the strategic planning process. This will include:
 - Holding small group meetings at times and places that are convenient and familiar to the community group.
 - Providing childcare at meetings.
 - Providing food at meetings.
 - Providing translation and interpretation services that also incorporate cultural awareness.
 - Considering language barriers when developing communication materials.
- In recognition of the project's impact on the entire community – and the project's accountability to the City -, the City's Project Manager and Coraggio's Project Manager will provide regular progress updates at City Council.

Budgetary Impact Worksheet

Does this action change appropriations?

☐ **YES:** Please complete the information below.

☒ **NO:** Skip this section

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount



CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NUMBER 30005883

TITLE OF WORK PROJECT
Five-Year Strategic Plan Development

This Contract is between the City of Portland ("City," or "Bureau") and The Coraggio Group, Inc., hereafter called Consultant. The City's Project Manager for this Contract is Lt. Wendi Steinbronn.

Effective Date and Duration

This Contract shall become effective on July 1, 2017. This Contract shall expire, unless otherwise terminated or extended, on June 30, 2018.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$300,000.00 for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): _____

Address: _____

Employer Identification Number (EIN): _____

[INDEPENDENT CONSULTANTS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business Tax Registration Number: _____

Citizenship: Nonresident alien ☐ Yes ☐ No

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.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this Contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This Contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the Contract.

4. Early Termination of Contract

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

(b) Either party may terminate this Contract in the event of a material breach 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) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the Contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant 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 subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this Contract and, for a Contract involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant 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 termination of this Contract.

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☐ Required and attached // ☐ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant's protection (required if any work will be subContracted), premises/operations, Contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☐ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☐ Required and attached // ☐ Waived by Bureau Director or designee // ☒ Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this Contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☐ Required and attached // ☒ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) calendar days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this Contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall 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 Consultant 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. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant 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. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this Contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

The Consultant must be certified prior to Contract execution, as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

12. Equal Benefits

Consultant must certify prior to Contract execution, that they provide benefits to their employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.

13. Successors in Interest

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

14. Severability

The parties agree that if any term or provision of this Contract 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.

15. Waiver

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

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this Contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this Contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws 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 Contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this Contract, including changes to the scope of work and Contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original Contract amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the Contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this Contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by paragraph 22. 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 Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: ☒ Applicable ☐ Not Applicable

If applicable, the Consultant shall provide progress reports as described in the Statement of the Work and Payment Schedule.

28. Consultant's Personnel: ☒ Applicable ☐ Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant's assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity Contracting and Disadvantaged, Minority, Women and Emerging Small Business (D/M/W/ESB) subcontracting commitments

submitted by the Consultant in its proposals. Failure to use the identified D/M/W/ESB subconsultants without prior written consent is a material breach of Contract.

For Contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this Contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

30. Third Party Beneficiaries

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

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its Contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the Contract or project to which this Contract pertains; ii) has or will participate in evaluation or management of the Contract; or iii) has or will have financial benefits in the Contract. Consultant understands that should it elect to employ any former City official/employee during the term of the Contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

In order to promote and ensure a comprehensive Five-Year Strategic Plan development process, the Consultant shall conduct a number of tasks in close coordination with Portland Police Bureau (PPB). Those tasks include the following:

1. Assessment of staff vision and priorities for PPB's future;
2. Assessment of the community's vision and priorities for PPB's future; and,
3. Facilitation of the strategic planning process.

During the internal assessment, the Consultant shall:

- Outreach to groups representative of all levels of bureau staff, both sworn and non-sworn;
- Determine which priorities staff would like the bureau to emphasize;
- Identify and collate how staff envisions the bureau in five years and,
- Identify which City bureaus, County agencies, or outside organizations play a role in police programs.

During the community assessment, the Consultant shall:

- Outreach to groups representative of the City's Community members;
- Assess how community members/groups perceive the bureau, the bureau's mission, and the bureau's work;
- Identify which priorities community members/groups would like the bureau to emphasize; and,
- Identify and collate how community members/groups envision the bureau in five years.

As facilitator to the strategic planning process, the Consultant shall:

- Develop a timeline of activities;
- Ensure inclusiveness of all pertinent stakeholders, including other City or County agencies and outside organizations;
- Synthesize and present assessment findings to participants;
- Prepare documents to be given to the public that update the community throughout the planning process and after plan adoption;
- Design and facilitate community meetings, bureau meetings, and other various meetings to ensure meetings stay on track and on topic;
- Conduct 4 (minimum) Steering Committee meetings;
- Conduct 8 (minimum) evening and/or weekend community meetings/focus groups;
- Guide Police Bureau/participants in defining PPB's missions, vision, goals, objectives, action items, metrics and review schedule that will comprise the strategic plan; and,
- Provide knowledge and best practices, particularly in designing performance metrics.

Professional services are likely to include: data collection, data analysis, data reporting, best practices research, report synthesizing, facilitation of public meetings, facilitation of internal meetings, communication strategizing, and project management.

Progress Reports

PPB will form a Steering Committee of approximately 10-15 members who are representative of the bureau and the larger community. The Steering Committee will ultimately be responsible for reviewing the approach and results of major progress activities as well as making decisions that will inform the final components of the strategic plan.

On a day-to-day basis, the City's Project Manager will manage the progress of the work. In order to provide timely resolution of conflicts, project conflicts will be resolved by the Police Chief or his designee.

The following project reviews will be conducted:

- a. The Consultant's project manager and the City's project manager will have a weekly phone appointment to discuss and coordinate project tasks and activities.
- b. The Consultant's principal members and project manager will meet PPB's principal member and the City's project manager monthly, or as needed by the Proposer or bureau.
- c. The Consultant's principal member and project manager will meet with the Steering Committee approximately every 45 days to provide project updates, results, and reports.
- d. The Consultant's project manager and the City's project manager will present project updates to City Council at Council sessions every 90-100 days.

Deliverables

Project Plan Development

\$10,000

Deliverables include:

- Project timeline and project communication plan for internal and external assessments
- Project timeline and project communication plan for the strategic planning process
- Presentation of timelines to the Steering Committee

Data Collection

\$101,396.14

36 1-hour interviews with stakeholders

Community focus groups

Bureau focus groups

Survey

Deliverables include:

- Internal staff vision and assessment report
- Community vision and assessment report
- Synthesis of assessment reports into documents to be shared with the public
- Presentation of assessment findings to the Steering Committee

Strategic Planning, Phase I

\$58,473.20

Visioning work session

3 Strategic clarity work sessions

3 Strategic planning work sessions

Deliverables include:

- First draft of Strategic Plan
- Presentation of first draft to the Steering Committee
- Presentation of first draft to Community and bureau staff

Strategic Planning, Phase II

\$17,618.30

Revision of draft

Deliverables include:

- Final draft of Strategic Plan containing: Mission statement, Vision statement, Goals, Objectives, Action items, Performance metrics, and Review process.
- Summary report for community
- Summary report for internal staff
- One-page overview

Implementation

\$50,335

Operational planning kickoff session

Operational planning "office hours" and support

Operational planning final documentation

Deliverables include:

- Operational Planning Tool
- Operational Planning Final Documentation and Communication Document
- Presentation of Operational Planning Tools to Steering Committee and bureau leadership

All costs are not to exceed amounts and include administrative overhead, such as support services, printing, and costs associated with holding public meetings.

CONSULTANT PERSONNEL

The Consultant shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Susan Kerosky	Project Lead
Michael Kosmala	Consultant and Engagement Design
Beau Bennett	Consultant and Project Manager
Colin Stoetzel	Research and Analytics Lead

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	DMWESB CERTIFICATION TYPE	ROLE ON PROJECT	SUBCONTRACT AMOUNT
JLA Public Involvement, Inc.	DBE/WBE	Communications and Community Outreach	\$40,146.54

The City will enforce all social equity Contracting and Disadvantaged, Minority, Women and Emerging Small Business (D/M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For Contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this Contract by reference, reporting ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Consultant Resources.

COMPENSATION

The maximum that the Consultant can be paid on this Contract is \$300,000.00 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this Contract, including reimbursable expenses, if any. Nothing in this Contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, any such positive difference shall be realized as "Final Cost Savings" to be shared by the Contractor and the City at the end of the Project. The Contractor will be paid 25 percent of any Final Cost Savings, which will be authorized by a Change Order and paid with the Final Payment. Although it is the intention of the City to save money on the project if at all possible, the City reserves the right to work with the Contractor to use the City's portion of the anticipated savings from Cost Reduction Proposals to build additional components of the Project.

PAYMENT TERMS: Net 30 Days

The City will retain and hold back up to 5 percent of amounts otherwise due to the Contractor as "Retainage." Retainage will be held and paid to the Contractor as part of the Final Payment of the Contract Amount, subject to adjustment as provided herein. Alternative to cash retainage, if approved by the City, shall be permitted by ORS 279C.560.

The billing rates shall not exceed those set forth below:

NAME	ROLE ON PROJECT	HOURLY RATE
Susan Kerosky	Project Lead	\$325
Michael Kosmala	Engagement Design	\$325
Beau Bennett	Project Manager	\$250
Colin Stoetzel	Research and Analytics Lead	\$160
Stacy Thomas (subconsultant)	Communications and Community Outreach Lead	\$153
Sylvia Ciborowski (subconsultant)	Multicultural Outreach Lead	\$109

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- None

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant.

Adjustment of Labor Rates Due to Inflation - None

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the Contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 calendar days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The City may disapprove a payment previously made, withhold money from a future progress payment, or disapprove of an invoice submitted by the Contractor in whole or in part, if:

- The Work has not progressed to the point indicated by the Contractor's timeline;
- Defective, unsatisfactory or improper work is discovered;
- The Contractor fails to make payments to employees, subcontractors and suppliers, as required by the Contract;
- The City has a monetary claim against the Contractor that the Contractor has not yet paid;
- Failure to submit a timeline or updated timeline required by the contract.

Progress payments reflect the City's representative's best judgment about payment at the time payment is made. Such payments, however, do not constitute acceptance of the Work.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

The Consultant shall notify the City's Project Manager in writing when it considers that all the Work required by this Contract is completed. The Notice shall plainly call to the City's attention the Consultant's belief that all the Work has been completed in accordance with the contract. Within 15 days receipt of the Notice, the City's Project Manager will take one of the following actions:

- Determine the work is complete and prepare and forward to the Consultant a Certificate of Completion to be signed by the Consultant.
- Determine the work is substantially or partially complete and provide the Consultant with a list of items that remain to be corrected or completed.
 - The Consultant will have 30 days or such time as is allowed by the City's Project Manager to complete the items remaining to be completed. The costs of performing the remaining items will be deducted from any payments otherwise due to the Consultant. When all items have been completed, the Consultant shall again notify the City's Project Manager that the work is complete.

After the Consultant returns the Certificate of Completion, the City's Project Manager will submit it to the Consultant, together with an estimate of the Final Payment due to the Consultant, including retainage and any cost savings reimbursement. After acceptance, the Consultant shall be paid within 30 days.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultant shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

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

Consultant Signature: _____ Date: _____ Entity: _____

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONSULTANT CERTIFICATION STATEMENT:

As an independent Consultant, I certify that I meet 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 form 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 Consultant 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. Consultant: 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.

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
ORS 670.600 Independent Consultant 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 consultant" 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.

City Project Manager Signature

Date

CONSULTANT SIGNATURE:

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.

The parties agree the City and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

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 Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

The Coraggio Group, Inc.

BY: _____ Date: _____

Name: _____

Title: _____

CONTRACT NUMBER: _____

CONTRACT TITLE: Five-Year Strategic Plan Development

CITY OF PORTLAND SIGNATURES:

By: _____
Bureau Director

Date: _____

By: _____
Chief Procurement Officer

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____

**REFERRED TO COMMISSIONER OF
FINANCE AND ADMINISTRATION**

ORDINANCE No.

* Authorize a contract with Coraggio Group Inc. for strategic planning services to increase police transparency and accountability for a total not-to-exceed amount of \$300,000 (Ordinance; Contract No. 30005883)

The City of Portland ordains:

Section 1. The Council finds:

1. The Police Bureau will collaboratively create a strategic plan to increase transparency and accountability with the larger Portland community and to focus organizational efforts to improve desired outcomes.
2. The strategic planning process will incorporate input from bureau members, community members, City agencies, and other organizations and stakeholders with focus on a diversity of voices.
3. The final strategic plan will include an implementation system that will guide the Police Bureau in ways to quantitatively measure its progress towards goals developed through the input process, and regularly communicate that progress to the larger community.
4. To achieve the objectives above, the Police Bureau will hire a professional facilitator to guide the strategic planning process.
5. In Fall 2016, the Police Bureau began the Request-for-Proposal (RFP) process to hire a facilitator.
 - a. A group of seven internal bureau members drafted a scope of work and sent that scope to nine community members and a representative from the Mayor's Office for review.
 - b. After incorporating the community members' edits, the RFP was posted on March 13, 2017. Seven responses were received.
 - c. The RFP evaluation panel, composed of a community member, the Equity and Diversity Manager, the Office of Community Engagement, the Training Division, and the Strategic Services Division, reviewed and scored the proposals in accordance with PCC 5.68.
 - d. The highest scoring proposal was The Coraggio Group, Inc. with M/W/ESB subcontractor JLA Public Involvement at 17% participation.
6. The City desires to enter into a PTE contract with Coraggio Group, Inc., with a not to exceed contract amount of \$300,000.
7. Sufficient funding resides in existing FY 2016-17 Police Bureau appropriations.

8. It is beneficial to the City and community that this agreement be authorized as quickly as possible to avoid a delay in the strategic planning process.

NOW THEREFORE, the Council directs:

- a. That the Commissioner-in-charge is authorized to enter into a contract with Coraggio Group Inc. for services as outlined in a form similar to the contract attached as Exhibit A, at a cost not to exceed \$300,000.
- b. The Chief of Police and the City's Project Manager are authorized to execute amendments to the scope of services or the terms and conditions of this Agreement, provided the changes do not increase the amount of compensation or increase the City's financial risk.

Section 2. The Council declares that an emergency exists because identified funding currently exists in the FY17 budget and the contract must be executed prior to the end of the fiscal year. Therefore this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council:

Commissioner: Mayor Ted Wheeler
Prepared by: Aubrey Lindstrom
Date prepared: May 18, 2017

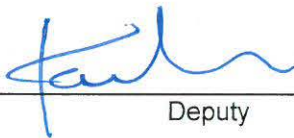

Mary Hull Caballero
Auditor of the City of Portland
By

Deputy

Agenda No.
ORDINANCE NO.
 Title

* Authorize a contract with Coraggio Group Inc. for strategic planning services, for a total not-to-exceed amount of \$300,000. (Ordinance; Contract No. 30005883)

*police
to increase transparency and
accountability*

INTRODUCED BY Commissioner/Auditor: Mayor Ted Wheeler	CLERK USE: DATE FILED MAY 30 2017
COMMISSIONER APPROVAL Mayor—Finance and Administration - <i>wk</i> Wheeler	Mary Hull Caballero Auditor of the City of Portland By:  Deputy
Position 1 - Fritz	
Position 2 - Fish	
Position 3 - Saltzman	
Position 4 - Eudaly	
BUREAU APPROVAL Bureau: Police Bureau Head: Chief Michael Marshman 	
Prepared by: Aubrey Lindstrom Date Prepared: 5/18/2017	
Financial Impact & Public Involvement Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/>	
Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
City Auditor Office Approval: required for Code Ordinances	
City Attorney Approval: required for contract, code, easement, franchise, comp plan, charter <i>bf</i>	
Council Meeting Date	ACTION TAKEN: JUN 07 2017 REFERRED TO COMMISSIONER OF FINANCE AND ADMINISTRATION

AGENDA
TIME CERTAIN <input type="checkbox"/> Start time: _____ Total amount of time needed: _____ (for presentation, testimony and discussion)
CONSENT <input type="checkbox"/>
REGULAR <input type="checkbox"/> Total amount of time needed: <i>15 25 per</i> 10 Min (for presentation, testimony and discussion) <i>mistake</i>

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
	YEAS	NAYS
1. Fritz	1. Fritz	
2. Fish	2. Fish	
3. Saltzman	3. Saltzman	
4. Eudaly	4. Eudaly	
Wheeler	Wheeler	