

AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is between the City of Portland, Oregon, (City) and AAAA Temporary Services, Inc., (Contractor).

RECITALS:AGREEMENT:1. SCOPE OF CONTRACTOR SERVICES

(a) The Contractor shall provide to the City those services set out in Exhibit 1. The Contractor shall provide the services specifically to the Office of City Attorney.

(b) The Contractor shall provide the services as required through June 30, 1987.

2. SCOPE OF CITY SERVICES

(a) To assist the Contractor in carrying out its obligations hereunder, the City shall refer legal assistants to contractor for payroll purposes, or order the services needed from Contractor.

(b) The City shall perform the services set out in paragraph 2(a) above as required.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services. Compensation to Contractor shall be twenty percent (20%) of the employee's hourly salary for legal assistants referred to Contractor for payroll services.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be weekly.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of July 1, 1986, and shall terminate as of June 30, 1987.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection 6(a) or (b) hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c) hereof by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this Section.

(c) In the event of termination under subsection 6(c) hereof by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this Section, subject to set off of excess costs.

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

8. CITY PROJECT MANAGER

(a) The City Project Manager shall be Dennis Harper or such other person as shall be designated in writing by the City Attorney.

(b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

9. COMPLIANCE WITH LAWS

(a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

(b) In the event the Contractor provides 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.

10. INDEMNIFICATION

The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this Agreement.

11. WORKERS' COMPENSATION INSURANCE

(a) The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance, or copy thereof, shall be attached to this Contract as Exhibit 2, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's workers' compensation insurance coverage expires during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The Contractor agrees to properly complete the City of Portland's Workers' Compensation Insurance Questionnaire prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit 3 and

shall remain attached to this Agreement and become a part thereof as if fully copied herein.

12. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

13. INDEPENDENT CONTRACTOR STATUS

(a) The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.

(b) The Contractor and its subcontractors and 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.

14. FUNDS

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

15. BUSINESS LICENSE

Contractor shall obtain a City of Portland business license as required by PCC § 7.06.010 prior to beginning work under this Agreement. Contractor shall provide a business license number in the space provided at the end of this Agreement.

CONTRACTOR: AAAA TEMPORARY SERVICES, INC.By: James Martin SommersTitle: PresidentDate: 8/14/86Business License No. 317405Tax I.D. No. 504555-0or Social Security No. \_\_\_\_\_

APPROVED AS TO FORM:  
APPROVED AS TO FORM

CITY OF PORTLAND

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

L. P. Rogers  
City Attorney  
CITY ATTORNEY

## EXHIBIT 1

SCOPE OF CONTRACTOR SERVICESA. GENERAL SERVICES

The Contractor shall provide the following general services to the Office of City Attorney:

Payroll services, to include tax withholding, workers compensation insurance coverage and weekly disbursement of salary payments as appropriate, and placement of qualified temporary legal support staff personnel as requested.



CITY OF

PORTLAND, OREGON

## WORKERS' COMPENSATION INSURANCE QUESTIONNAIRE

(To be completed by contractor's representative and attached to each contract, P.O., etc. requiring performance of labor.)

Contractor's Name AAAA Temporary Services, Inc.

Contractor's Representative Carol Martin Sommers, President  
Signature and Title

Contract Number or description \_\_\_\_\_

Contractor's business is Employment Contractor - Temporary

Is Contractor employed outside its business in any other capacity? Yes \_\_\_ No X

If so, what is that employment? \_\_\_\_\_

Is Contractor provided any assistance whatsoever in the performance of its business? Yes X No \_\_\_  
(Including, for example: volunteer, secretarial, family or bookkeeping help.)

Will Contractor use employees or subcontractors in the performance of this contract? Yes X No \_\_\_

If Contractor does not use the assistance of others at the time this contract is let, and if Contractor will not use the assistance of others in the performance of this contract, please circle the category which describes the contractor's business:

I) Contractor's business is organized as a sole proprietorship (all work will be performed by the individual contractor without the assistance of others - no employees or subcontractors.)

II) Contractor's business is organized as a partnership not engaged in work performed in direct connection with the construction alteration, repair, improvement, moving or demolition of an improvement on real property (all work will be performed by the partners themselves without the assistance of others - no employees or subcontractors.)

III) Contractor's business is organized as a corporation (all work will be performed by corporate officers who are also directors of the corporation who have a substantial ownership interest in the corporation.)

IV) Other - describe PERMANENT STAFF (PAYROLL - PERSONNEL COORDINATORS)

Does Contractor know that it is responsible for providing workers' compensation insurance if the contractor uses the assistance of others in the performance of its work in any manner, or the contractor plans to use other individuals to assist in the performance of this contract?  
Yes X No \_\_\_

If Contractor currently uses the assistance of employees, subcontractors, family members, or any other people, or plans for such assistance in the performance of this contract, please provide the name of Contractor's workers' compensation insurance carrier in the space provided.

PACIFIC MARINE INSURANCE

Project Manager CAROL MARTIN SOMMERS, PRESIDENT  
Name and Title

Date 8/14/86

# CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY)

8-13-86.jc

**PRODUCER**

CORROON & BLACK OF OREGON INC.  
PO BOX 8699  
PORTLAND, OREGON 97207  
224-4155

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** PACIFIC MARINE INSURANCE COMPANY

**COMPANY LETTER B**

**COMPANY LETTER C**

**COMPANY LETTER** **D**

COMPANY LETTER **E**

**SURED**

AAAA TEMPORARY SERVICES INC.  
707 SW WASHINGTON SUITE 1440  
PORTLAND, OREGON 97205

## VERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE
<b>GENERAL LIABILITY</b>						
COMPREHENSIVE FORM				BODILY INJURY	\$	\$
PREMISES/OPERATIONS				PROPERTY DAMAGE	\$	\$
UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$	\$
PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$
CONTRACTUAL						
INDEPENDENT CONTRACTORS						
BROAD FORM PROPERTY DAMAGE						
PERSONAL INJURY						
<b>AUTOMOBILE LIABILITY</b>						
ANY AUTO				BODILY INJURY (PER PERSON)	\$	
ALL OWNED AUTOS (PRIV. PASS.)				BODILY INJURY (PER ACCIDENT)	\$	
ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				PROPERTY DAMAGE	\$	
HIRED AUTOS				BI & PD COMBINED	\$	
NON-OWNED AUTOS						
GARAGE LIABILITY						
<b>EXCESS LIABILITY</b>						
UMBRELLA FORM				BI & PD COMBINED	\$	\$
OTHER THAN UMBRELLA FORM						
<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>	85WC 02553	11-1-85	11-1-86	STATUTORY		
					\$ 100	(EACH ACCIDENT)
					\$ 500	(DISEASE-POLICY LIMIT)
					\$ 100	(DISEASE-EACH EMPLOYEE)
<b>OTHER</b>						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: OPERATIONS OF THE INSURED - PAYROLL SERVICES

**CERTIFICATE HOLDER**

ITY OF PORTLAND  
ITY ATTORNEY'S OFFICE  
220 SW 5TH ROOM 315  
ORTLAND, OREGON 97204  
TN DENNIS HARPER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

AUTHORIZED REPRESENTATIVE  
Suana L. Nichols

ORDINANCE NO. **158930**

An Ordinance authorizing an agreement with AAAA Temporary Services for payroll services for contract legal assistants in the Office of City Attorney in an amount not to exceed \$23,000.00, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Office of City Attorney requires the services of specialized contract law clerks and legal secretaries to supplement permanent staff positions in order to provide required legal services on behalf of the City, in particular areas of law.
2. That such services require a payroll service for purposes of tax withholding and workers' compensation insurance coverage.
3. The Fiscal Year 1986-87 Approved Budget for the Office of City Attorney includes appropriation identified for this purpose.
4. That AAAA Temporary Services is currently providing these payroll services to the City Attorney's Office, and is capable of providing the services as needed in the future by the City Attorney's Office, in response to legal requirements.
5. An emergency exists in that the Office of City Attorney has already required and received the professional management services of AAAA Temporary Services in providing the services of contract legal assistants, and payment for those services is due and failure to pay will adversely affect the City's interests.
6. AAAA Temporary Services specializes in the testing and placement of legal assistants, and in administering the payroll services required, and is the only management agency so available.
7. That due to the specialized nature of the services and legal assistants required, and the unique ability of AAAA Temporary Services to provide this service to the City, and due to the ongoing legal services that require payment for past services and continuation of the services currently being received, that these services warrant awarding this agreement for services

**ORDINANCE No.**

under the provisions of Section 5.68.020 of the Code of the City of Portland, Oregon.

NOW, THEREFORE, the Council directs:

- a. The City Attorney is hereby authorized to contract with AAAA Temporary Services for payroll services for specialized legal assistants and legal secretarial services in an amount not to exceed \$23,000, in accordance with the Agreement for Services attached in substantially the same form as Exhibit A to the original of this ordinance only.

Section 2. The Council declares that an emergency exists in order to properly utilize the services of legal assistants required by the Office of City Attorney; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **AUG 27 1986**

Commissioner Schwab  
DHarper:tp bw6  
August 22, 1986

**Jewel Lansing**  
Auditor of the City of Portland  
By *Doris E. O'Leary*  
Deputy

1742

Calendar No.

ORDINANCE No. 158930

Title

An Ordinance authorizing an agreement with AAAA Temporary Services for payroll services for contract legal assistants in the Office of City Attorney in an amount not to exceed \$23,000.00, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
BOGLE	✓	
LINDBERG	✓	
SCHWAB	✓	
STRACHAN	✓	
CLARK		

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Filed AUG 22 1986

JEWEL LANSING  
Auditor of the CITY OF PORTLAND

By Nancy Duxford  
Deputy

INTRODUCED BY

Commissioner Schwab

NOTED BY THE COMMISSIONER

Affairs

Finance and  
Administration

Safety

Utilities

Works

BUREAU APPROVAL

Bureau:

Prepared By:

Date:

DHarper:tp - 8/22/86

Budget Impact Review:

☒ Completed☐ Not required

Bureau Head:

CALENDAR

Consent

Regular

NOTED BY

City Attorney

City Auditor

City Engineer