

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
CONTRACT NO. _____
SHORT TITLE OF WORK PROJECT: Governance Options for Regional Radio System

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and SRA-Touchstone, hereafter called Contractor. The City's Project Manager for this contract is Mark Liewergen.

Effective Date and Duration

This contract shall become effective on December 3, 2007 (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on March 17, 2008.

Statement of Work

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT A and is part of the statement of work.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$146,258.00 for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): **Systems Research and Applications Corporation**
Address: **4300 Fair Lakes Court**
Social Security #: **N/A**
Federal Tax ID #: **54-1013306** State Tax ID #: **316563** Business License # **696907**
Citizenship: **N/A** 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. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of 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.

Approved by the Contractor: Richard C. Boutton Nov. 27, 2007
Signature/Title Date

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner: _____
Elected Official or Delegate Date

Approved by City Auditor: _____
City Auditor Date

Approved as to Form by City Attorney: Kelli West 12/17/07
Office of City Attorney Date

**CITY OF PORTLAND
STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

1. 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.

2. 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 1, **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.

(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 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) 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 cured.

4. Order of Precedence

This contract 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) this contract's terms and conditions, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

5. Early Termination of Agreement

(a) The City and the 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.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** 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 5(c), **Early Termination of Agreement** 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 5(c), **Early Termination of Agreement** 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, as provided for in section 7(a), **Remedies**.

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

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

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.

9. Compliance with Applicable Law

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. Contractor shall complete Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof.

9a. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.

9b. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or 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.

9c. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, 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.

10. Limited Liability

Except for the indemnification obligations set forth in section 9 and claims for bodily injury, including death, third party claims and attorneys' fees, under no circumstances will contractor be liable for any damages in excess of three times the dollar amount of the agreement.

11. Insurance

Exhibit C is hereby referenced and made a part of this contract.

12. Ownership of Work Product

All work products produced by the Contractor under this contract 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 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. If the Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

13. Nondiscrimination

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 I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

14. 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.

15. 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.

16. 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.

17. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

18. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

19. 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 Purchasing Agent 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.

20. 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.

21. 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 the Agreement.

22. Payment to Vendors and Subcontractors

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.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT 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 CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)

23. Arbitration: / / Not Applicable / / Applicable (consult with City Attorney's Office before finalizing as applicable)

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

24. Progress Reports: / / Applicable / / Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

25. Contractor's Personnel: / / Applicable / / Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in Exhibit A. The Contractor shall not change personnel assignments without the prior written consent of the City.

26. Subcontractors: / / Applicable / / Not Applicable

The Contractor shall assign the following subcontractors to perform work in the capacities designated: If applicable, list selected subcontractors in Exhibit A. The Contractor shall not change subcontractor assignments without the prior written consent of the City.

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
EXHIBIT A**

**Statement of the Work
and
Payment Schedule**

Governance Options for a Regional Radio System Prerequisite to Radio Replacement (800 MHz) Project

800 MHz Radio Replacement Project – Contract SOW between the City of Portland and System Research and Application Corporation (SRA)/Touchstone Consulting Group.

SRA-Touchstone Scope of Work (SOW)

Project Approach and Understanding

The following section describes the scope of work for System Research and Application (SRA)-Touchstone, (“Touchstone”) and its practitioner-driven recommendations for the establishment of the Coalition Governance Structure, which will obtain, manage, and finance a new 800 MHz regional radio system. The new governance plan will incorporate guidance from existing governance bodies and coordinate the involvement of Oregon and Washington public safety organizations. The Touchstone Team will support the alignment of this work to the other key regional initiatives through its project management approach. In addition, the Touchstone Team will take ORS 190 (Intergovernmental Cooperation) the Washington Inter-local Cooperation Act RCW 39.34, and current regional agreements into consideration. The Touchstone Team will: (1) facilitate consensus among diverse public safety stakeholders, (2) research national best practices around public safety issues (3) establish governance bodies and financing options, and (4) manage the project with aggressive timelines and multiple initiatives.

The Table below summarizes Touchstone’s tasks to satisfy the requirements and milestones of the project.

Mapping of Tasks to Milestone and Deliverables

Task	Milestones	Deliverables and Staff
<p>Task A: Conduct Project Management</p>	<p>Includes the completion of all management tasks</p>	<p>Staff: Patti Engstrom</p> <ul style="list-style-type: none"> ▪ Complete detailed Project Plan ▪ Project Kick-off meeting ▪ Prepare weekly written progress reports ▪ Prepare monthly written status reports with milestone progress ▪ Prepare monthly Sub-consultant Payment and Utilization Reports by the 15th of each month
<p>Task B: Governance Best Practices</p>	<p>Finalize and present governance best practices research document</p>	<p>Staff: Patti Engstrom, Kristi Stofer</p> <ul style="list-style-type: none"> ▪ Conduct national and local research re: successful approaches to regional radio

Governance Options for a Regional Radio System Prerequisite to Radio Replacement (800 MHz) Project

Task	Milestones	Deliverables and Staff
		<p>system.</p> <ul style="list-style-type: none"> ▪ Analysis of governance and financing models ▪ Present findings to Project Mgr and Stakeholders ▪ Finalize Governance Best Practices Research Document
<p>Task C: Conduct Stakeholder Coordination and Facilitate Adoption of Regional Plan</p>	<p>Develop Stakeholder Map</p> <p>Obtain and Incorporate Stakeholder Consensus and Agreement</p> <p>Present Coalition Governance Structure Recommendations.</p>	<p>Staff: Patti Engstrom, Julisa Espinoza</p> <ul style="list-style-type: none"> ▪ Identify key Stakeholder Groups ▪ Interview representative stakeholders for viewpoints and analyze data ▪ Develop Stakeholder Map ▪ Incorporate Stakeholder input ▪ Facilitate Stakeholder Sessions, including County/City Regional Approval sessions ▪ Summarize and Modify findings as required ▪ Draft Governance Plan ▪ Prepare Presentations and Outreach Materials
<p>Task D: Design Regional Governance Structure</p>	<p>Develop Governance Model Develop Legal Management Recommendations</p> <p>Develop Technology Management Recommendations and Technology Obsolescence Management Agreement</p> <p>Develop Regional Finance and Funding Recommendations</p>	<p>Staff: Patti Engstrom, Nancy Jesuale, Julisa Espinoza, Clark Balfour</p> <p>Governance Model Plan:</p> <ol style="list-style-type: none"> 1. Evaluate management options re: construction, ownership, subscriber management and system maintenance of regional radio system. 2. Design organizational structure for governance model 3. Determine roles and responsibilities 4. Develop subscriber membership requirements 5. Create governance rules,

Governance Options for a Regional Radio System Prerequisite to Radio Replacement (800 MHz) Project

Task	Milestones	Deliverables and Staff
		<p>processes and procedures, including adding, removing or withdrawal of members</p> <p>Legal Management Plan: 1. Determine member/vendor and legal terms, conditions and processes re: contracting and dispute resolution 2. Develop license pooling and reallocation recommendations</p> <p>Technology Management Plan: 1. Define technology acquisition approach 2. Identify Technology Project Management Team 3. Perform state technology assessment, including operating requirements, asset consolidation and licensing and pooling 4. Identify maintenance program and TOM agreement adoption process 5. Identify process for adoption failure management and disaster recovery procedures</p> <p>Regional Interoperability Finance and Funding: 1. Recommend funding strategies based on other successful national and regional models 2. Develop on-going financial maintenance and support costs a. develop Technology Obsolescence Agreement b. establish payment protocols, penalties and procedures c. develop user fees for non-owners. d. ownership and equipment financing models</p>

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This SOW depicts Touchstone's approach for achieving each task, demonstrates the project plan for all work streams, and shows the points where stakeholders are anticipated to review and upgrade deliverable drafts. In addition, the SOW depicts an on-going project management task throughout the period of performance.

Task A: Conduct Project Management (Duration of Project)

The Touchstone Team is experienced in managing large, complex projects for local, regional, and state public safety communities. The Touchstone Team is prepared to perform the following steps to **complete its project management activities**:

- Finalize a detailed project plan with milestones that support the RFP and a description of the project approach and methodology
- Conduct a project kickoff meeting
- Conduct weekly team meetings (internal) and weekly status meetings with the City's PSSRP Project Office Manager and Radio Project Manager to report on status, progress against milestones, and utilization
- Facilitate approval meetings, as required, as key milestones are achieved

Task B: Research Governance Best Practices (Duration: 2 weeks from Start Date)

Touchstone will investigate governance models from multi-jurisdictional radio systems highlighting their experiences with collaboration, management, participation, and funding across member (owners) and subscriber groups. In addition, Touchstone will draw upon its experience with currently recognized national and regional models and evaluate techniques in both short and long-term strategic business planning for consolidation and regionalization of a the 800 MHz Regional Radio System.

The following steps will be completed to **research governance best practices**:

- Conduct background (theoretical and practical) research to discover best practices and successful approaches implemented in other communities with respect to: ownership, management, operations, engineering, maintenance, capital and operations funding and financing, and governance of a regional radio system
- Customize national and regional best practices to address the unique environment and needs of the Greater Portland Region
- Present Best Practices research to the Project Team for input and finalization.

Task C: Stakeholder Coordination and Adoption of Regional Plan**Subtask: Create a Stakeholder Map (Duration: 2 to 4 weeks from Start Date)**

In parallel to Task B, the Touchstone Team will develop a stakeholder map to depict and understand the diverse interests and requirements of the regional community. The development of a successful governance solution for consolidating existing public safety communications systems requires a focus on user needs, requirements, and relationships. As a result, the input of practitioners, policy makers, and indirect stakeholders from across disciplines, jurisdictions, and

Governance Options for a Regional Radio System Prerequisite to Radio Replacement (800 MHz) Project

levels of government will shape the recommended governance structure and will be driven from the bottom up.

The following steps will be completed **to create the stakeholder map**:

- Identify and schedule interviews with representatives from key stakeholder groups, e.g., subscribers to the system, current regional radio governance groups, and policy makers
- Interview representative stakeholders to understand their viewpoint on topics such as:

Governance Options for a Regional Radio System Prerequisite to Radio Replacement (800 MHz) Project

- a. their needs from the governance body
 - b. optimum organization and processes
 - c. benefits from consolidation and involvement
 - d. strategic trade-offs and reciprocity
 - e. special issues
 - f. authorizations
 - g. investment and ongoing financial requirements
- Develop and present a stakeholder map that describes major stakeholder groups, their needs and concerns with consolidation, and their impact and role in the new governance structure
 - Facilitate Stakeholder sessions and regional approval sessions.

Subtask: Obtain and Incorporate Stakeholder Input (Duration: On-going at Critical Points in Project)

The Touchstone Team will use facilitation techniques to obtain input from regional stakeholders by conducting sessions to validate the consolidated governance draft deliverables and build consensus around the governance plan. A key outcome of these sessions will be productive working relationships among key stakeholders across the Greater Portland Region who can sustain and coordinate the governance plan in order to address future changes, challenges, and risks.

The following steps will occur over the course of this project to **obtain and incorporate stakeholder consensus and agreement:**

- Report on national and regional best practice research and obtain stakeholder feedback
- Review and validate the draft governance structure through facilitated stakeholder sessions with regional participants – e.g., radio system managers, policy makers, potential subscribers – as identified by the stakeholder mapping process.
- Upon completion of all milestones, develop a stakeholder-focused presentation and talking points on the Coalition Governance Structure Recommendations to communicate with the Greater Portland community

Task D: Design the Portland Regional Governance Structure (Duration: 10 weeks from completion of Task A)

The Touchstone Team will develop and validate regional governance options that balance the unique challenges faced by the existing radio system owners and operators and the regional need for a unified 700/800 MHz system.

Subtask: Design the Optimum Governance Model Recommendations

The Governance Model will be developed through consensus building and discovery throughout the project period and vetted with key stakeholders.

The following steps will be completed to **design the governance model recommendations:**

- a. Evaluate management options for the construction, ownership, subscriber management, and system maintenance of the regional radio system

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- b. Design organizational structure which is likely to include a governing body such as an Executive Committee, Board of Directors, an Advisory Group, and Project Action Teams within parameters outlined in ORS 190 and RCW 39.34
- c. Determine roles and responsibilities
- d. Develop a subscriber membership package(s) which details requirements for inclusion
- e. Create governance rules, processes, and procedures, including those related to adding and removing regional partners and subscribers and penalties for those who withdraw

Subtask: Develop Legal Management Plan Recommendations:

Develop the legal terms and conditions for inclusion in the governance model recommendations document described above. **The legal terms and conditions** will be consistent with Oregon and Washington laws, and include the following steps:

- a. Determine legal terms, conditions, and processes, including legal terms and conditions related to Members (including dispute resolution) and related to Vendor contracting
- b. Develop recommendations for governing license pooling and reallocation between regional, city and county entities for efficient utilization of resources.

Subtask: Develop the Technology Management Plan Recommendations

A unified regional approach to public safety radio communications system engineering, acquisition, operations, management and maintenance will require a consensus-driven governance and management approach. The future regional operating agreements must include a regionalized set of measurable performance benchmarks and standards, such as system performance metrics and planned maintenance schedules. We will assist the Region in defining its business approach to technology acquisition (including the development of requirements for coverage, capacity, reliability, user services, operating goals and staffing plans) for a regional replacement system and the system's business operations structure. Our Team will facilitate consideration and adoption of a technology, refreshment, maintenance, expansion, and upgrade strategy, including methods for determining values and life-cycle thresholds for technology, ultimately developing the Technology Obsolescence Management (TOM) agreement.

The following steps will be completed to **develop the Technology Management Plan**:

- Define a technology acquisition approach including identification of a Technology Project Management Team, a current state technology assessment, an operating requirements definition, possible asset consolidation and an approach to frequency licensing and pooling.
- Determine the process for adopting standards and guidelines for technology, customer service, and system management
- Identify a process for adoption of a maintenance program and TOM agreement.
- Define a process for adopting failure management procedures and disaster recovery

Subtask: Develop the Regional Consolidated Finance and Funding Recommendations

Based on our experience with other regions, technology determinations are precursors to any funding decisions. This serves to highlight the importance of coming together under a cohesive,

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coalition governance structure in the Greater Portland Region as the foundation for obtaining sustainable funding.

The Touchstone Team will provide recommendations for how the Coalition Governance Structure can pursue capital funding options as well as identify sources of sustained operating funds as a unified regional body. Our approach will develop recommendations on the processes and procedures the Coalition Governance will need to develop a steady stream of funding for the construction of a consolidated regional system which may include grants, taxes, bonds, subscriber fees, earned income from services (such as maintenance and repair, design engineering, construction, project management etc.) and general funds. Having a permanent, predictable, and stable regional source of operating income and capital reserves for public safety communications enhances sustainability. The following steps will be completed to **develop the regional interoperability finance and funding recommendations**:

- Analyze alternative funding models in comparable regions, successful funding and financing strategies for other consolidated project operations in the Greater Portland Region, as well as stakeholder interview data
- Develop finance and funding recommendations which may include:
 - a. On-going financial management, maintenance and support costs
 - b. A Technology Obsolescence Management (TOM) agreement
 - c. Payment protocols, procedures, and penalties
 - d. Ownership and financing of backbone equipment, core equipment, centrally owned equipment and system enhancements
 - e. User fees for non-owners of the system

Governance Options for a Regional Radio System Prerequisite to Radio Replacement (800 MHz) Project
Payment Milestone Schedule

Payment	Approx. timeline – business days	Amount	Milestone
Initial	Day 1	\$0	Project initiation
Payment #1	D+ 20 business days	\$73,129	A. Conduct Project Management B. Research Governance Best Practices C. Stakeholder Coordination and Adoption of Regional Plan
Payment #2	D+70 business days	\$73,129	D. Design the Portland Regional Governance Structure
Total Contract		\$146,258	

Assumptions for Cost Proposal

SRA assumed the following during the compilation of the Cost Proposal:

- **Staffing:** The staffing billing rates and estimated hours for the completion of this task correspond to those assigned in Section 3, Project Team.
- **Period of Performance:** The period of performance assumes 14 weeks commencing on October 29, 2007, not including the five holidays, and ending on February 8th, 2008.
- **Stakeholders:** The hours allotted to the stakeholder interviews assumes 20-25 key stakeholders will be identified in collaboration with the Radio Project Manager and interviews will be scheduled as early in the project, preferably immediately following the project kickoff, as possible.
 - Portland project staff will provide appropriate planning support, e.g., access to background materials, access to key personnel, etc, upon contract award.
- **Meetings:** Meetings will be conducted through a combination of in-person and remote means utilizing a variety of collaboration technologies with up to one meeting each month conducted in-person. The Radio Project Manager will support the scheduling, logistics, and planning processes for key meetings and will conduct the initial outreach to key stakeholders.
 - The facilitated session(s) will be scheduled at a location designated and secured by the City. Additionally, the City will provide logistical support (meeting rooms, food, travel and hotel accommodations for stakeholders, etc.) for this session.
- **Travel and lodging expenses** are anticipated and included in our hourly pricing rate. SRA has provided for up to six (6) roundtrip flights for travel from Washington, DC to Portland. The scheduling of these trips will be coordinated with the City's Radio Project Manager. Each roundtrip flight is for one consultant, and SRA will deploy teams varying in size and expertise as required depending on the nature of the trip.

Governance Options for a Regional Radio System Prerequisite to Radio Replacement (800 MHz) Project

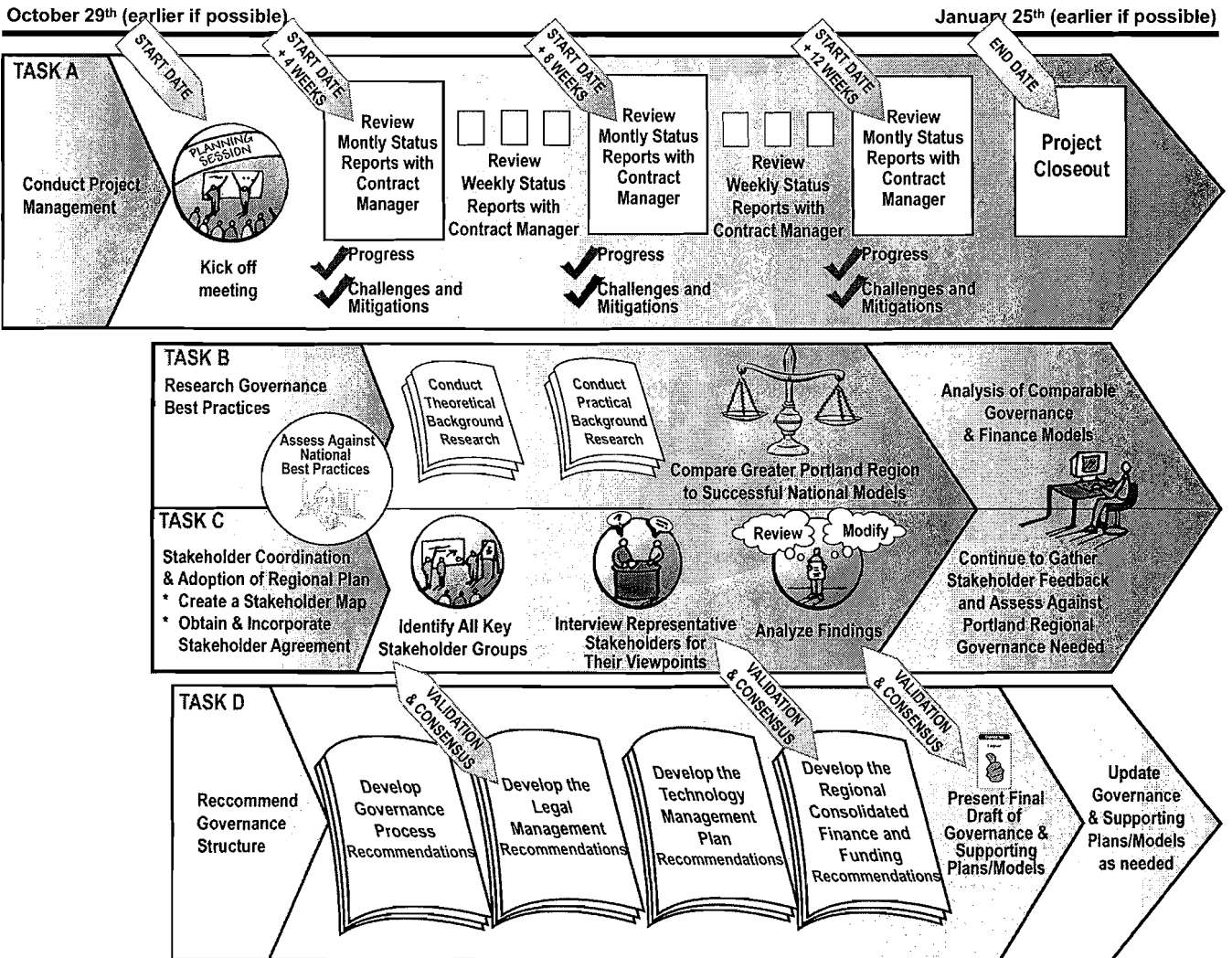
SRA will provide the City with up to 10 hard copies of deliverables as well as electronic copies of all reports. The costs of reproduction/distribution of additional reports are not included as part of this proposal

Supporting Information

Proposed Roadmap

The Roadmap below summarizes Touchstones approach for achieving each task, demonstrates the project plan for all work streams, and shows the points where stakeholders are anticipated to review and upgrade deliverable drafts. In addition, the Roadmap depicts the on-going project management task throughout the period of performance.

Figure 2. Graphical Depiction of the Technical Approach



Governance Options for a Regional Radio System Prerequisite to Radio Replacement (800 MHz) Project

Governance Options for a Regional Radio System Prerequisite to Radio Replacement (800 MHz) Project***Sample Outline for the Governance Document Deliverable***

- A. Definitions
- B. Board and Officers
 - Methodology for selection of Board
 - Term
 - Powers of the Board
 - Voting requirements
 - Manner of acting in compliance with public meeting and notice laws
 - Delegated powers of Officers/Management
- C. Budget, Appropriation Accounting and Auditing functions
- D. System Ownership
 - Asset Valuation
 - Capital Contribution
- E. System Usage
 - By members
 - By third parties
- F. System Expansion and Improvements
- G. System Operation and Maintenance
- H. Rates, Charges, and Fees
- I. Revenue Tools
- J. Purchasing and Contracting
- K. Insurance and Indemnity
- L. Labor and Personnel
 - Transition issues, if necessary
- M. Termination and Withdrawal
 - Voluntary
 - Involuntary
- N. Sale of Assets
- O. Dispute Resolution
- P. Amendments
- Q. General Provisions
 - Typical to Intergovernmental Agreements

Governance Options for a Regional Radio System Prerequisite to Radio Replacement (800 MHz)
Project

EXHIBIT B
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.

Contractor Signature Richard C. Boulton Date Dec. 10, 2007 Entity Systems Research and Applications Corporation

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.

City 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 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 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

EXHIBIT C

INSURANCE (The Project Manager must answer and initial 2, 3, and 4 below)

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. 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).

-
2. Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, 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 Contract:

3. Required and attached or Waived by City Attorney : _____

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

4. Required and attached or Waived by City Attorney : _____

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

5. On all types of insurance. 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.

6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 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.