

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

CONTRACT NO. 30002353

SHORT TITLE OF WORK PROJECT:
VIDEO AND CABLECASTING SERVICES

This contract is between the City of Portland ("City," or "Bureau") and Portland Community Media, hereafter called Contractor. The City's Project Manager for this contract is Julie Ocken, Planning and Sustainability Commission Coordinator, hereafter called PSC Coordinator.

Effective Date and Duration

This contract shall become effective on October 1, 2011. This contract shall expire, unless otherwise terminated or extended, on September 30, 2014.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$150,000 for accomplishment of the work.
(b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): Portland Community Media (contact: Cece Hughley Noel, Executive Director)
Address: 2766 NE Martin Luther King Blvd., Portland, OR 97212; Telephone: 503-288-1515
Employer Identification Number (EIN) 93-0801581
City of Portland Business License # 991783
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

TERMS AND CONDITIONS

1. Standard of Care: Contractor 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 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 Contractor 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, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor'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 Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

6. 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.

7. Compliance with Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

8. Indemnification for Property Damage and Personal Injury

Contractor 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 Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

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

- (a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).
- (b) Commercial 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 Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by Bureau X

Waived by Bureau

- (c) 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 non-owned vehicles, as applicable:

Required by Bureau X

Waived by Bureau

- (d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. If insurance is provided on a "claims made" basis the Contractor shall acquire "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If not feasible, contractor shall notify City immediately.

Required by Bureau

Waived by Bureau X

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 30 days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. Ownership of Work Product

All work product produced by the Contractor 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 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.

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

11. EEO Certification: In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

12. Equal Benefits

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

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 Contractor 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 License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Contractor 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 Subcontractors

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

22. Access to Records

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor'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 agreement at any time in the course of the agreement 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 Contractor exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Contractor 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 Contractor 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 Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Contractor's Personnel: / ☐ / Applicable / ☒ / Not Applicable

If applicable, the Contractor 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. Subcontractors

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

30. Third Party Beneficiaries

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

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

Portland Community Media (Contractor) agrees to perform the following work of recording and cablecasting on behalf of the Portland Bureau of Planning and Sustainability (BPS) and other City offices in conjunction with or by permission of BPS.

The majority of work under this contract will be to record and cablecast meetings of the Portland Planning and Sustainability Commission (PSC). On occasion, work under this contract may be performed by Contractor on behalf of other City bureaus. BPS will permit other bureaus to use Contractor's services under this contract by requesting permission of the PSC Coordinator, providing an estimate of the costs to be incurred, and paying for services out of the requesting bureau's budget account numbers. PSC Coordinator will ask staff at other bureaus to communicate directly with PCM about date, time, and address of the event and notify Contractor upon granting permission to other bureaus to contact Contractor directly.

PLANNING AND SUSTAINABILITY COMMISSION MEETINGS

PSC meetings typically occur on a regular schedule of the 2nd Tuesday of each month, 12:30 pm to about 5:00 pm, and the 4th Tuesday of each month, 6:00 pm to about 10:00pm. PSC meetings occasionally occur on additional dates at different times. The PSC Coordinator notifies the Contractor of changes to the meeting schedule and also posts the agenda and upcoming schedule for the Commission on-line at the following Web pages.

Current Agenda

http://www.portlandonline.com/bps_index.cfm?c=52999

Upcoming Schedule

http://www.portlandonline.com/bps_index.cfm?c=52999&a=312882

PSC Meetings are typically held at a regular meeting room, 1900 SW 4th Avenue, Room 2500a, or occasionally at an off-site location as identified by the PSC Coordinator in the PSC agenda and notifications to the public.

Contractor agrees to record and cablecast PSC meetings as follows:

For meetings at 1900 SW 4th Avenue, Contractor agrees to:

- Provide a 3-camera Mobile Production Vehicle (MPV)
- Set up three cameras connected to the MPV outside and below the 2nd floor balcony for meetings and direct cameras at the commission, testifying tables/screen for presentations and an overall view from the back of the room.
- Connect to the existing sound system in meeting room 2500A.

For meetings held off-site and on special dates, Contractor agrees to:

- Provide site sound reinforcement (microphones and PA speakers) and mobile equipment as can be accommodated in off-site facilities.
- If equipment is not available on special meeting dates or for special events such as a bus tour, PCM may decline to videotape a meeting after notifying the Planning and Sustainability Commission Coordinator that a date or venue cannot be accommodated.

For all PSC meetings, Contractor agrees to:

- Create graphics which contain meeting agenda items with the meeting date.
- Record each meeting in its entirety with no interruptions.
- Insert graphic identifiers with the date and agenda titles throughout the meeting.
- Tear down equipment used for the recording of Commission meetings.
- Cablecast meetings at pre-scheduled times on Portland Community Media's cable channel 30. Exceptions will be made for meetings longer than 3hrs (usually started earlier than the pre-scheduled time).
- Not edit for content. Barring any unforeseen technical difficulties program is ready for air at the completion of Commission meeting.
- Provide copies of recorded meetings for a charge (see Compensation section below) to BPS staff members or members of the public requesting copies within two weeks of cablecast. PCM reserves the right to reuse the recording media two weeks after the completion of the regular cablecast schedule.
- Respond to requests from Bureau of Planning and Sustainability within two working days to provide information in the event of questions about technical difficulties or inquiries from the public about programming, scheduling, or quality of recording.

PSC Coordinator will:

- Notify PCM of meeting cancellations no later than two working days before meetings, with exceptions for last-minute cancellations due to unanticipated circumstances such as inclement weather or other events making 2-day notification impossible. In the case of unanticipated circumstances, PSC Coordinator will notify PCM as soon as practicable.
- Notify PCM of special meeting dates or times when the meetings are scheduled.
- Provide access to PSC conference room 2500A to allow a 3-hour setup period prior to meeting start time.
- Provide one hour for production tear-down to remove all equipment at the conclusion of each meeting.
- For Off-Site meetings, provide Contractor with an address, contact name and phone number for the off-site meeting location.

OTHER ON-SITE AND OFF-SITE MEETINGS

Contractor shall perform the following key services for occasional on-site and off-site meetings and events that may involve other city bureaus and bureau staff. Specific services Contractor agrees to perform under this contract include:

- Recording of On-Site Meetings
- Recording of Off-site Meetings
- Cablecasting

Specific Tasks and Activities Contractor agrees to perform under this contract are as follows:

- A. On-site Meetings (1900 SW 4th Avenue, Room 2500A or City Hall): Contractor shall record for cablecast certain public meetings as requested and agreed upon by Contractor and City. Such recording will entail pre-scheduling of the actual production to allow time for equipment set-up three hours prior to the start of the meeting time. City will provide Contractor with access to the location for the 3-hour setup period. City will provide Contractor with one hour for production tear-down to remove all equipment at the conclusion of each event or meeting. Contractor will have all equipment setup completed before the scheduled event start-time. Contractor will provide all equipment necessary to record the meeting to be cablecast (e.g., cameras, sound recording equipment, lighting, etc.)
- B. Off-site Meetings: Contractor will record off-site public meetings for cablecast. City will provide Contractor with at least two weeks prior notice of any such meeting to be recorded off-site. In these instances, City will provide Contractor with address, contact name and phone number for the off-site meeting location. Contractor shall be responsible to arrange vehicle access, electrical access and other matters necessary to perform the work.
- C. Recorded Media: Contractor will provide City with a copy of any recorded meeting upon City's request within two weeks of the event or meeting date. Requested Copies will be provided in DVD or Internet compatible video format. The content recorded will be shown on community media television, similar to the cablecast of other local government agencies' public meetings.
- D. Cablecasting: Contractor shall cablecast three showings of each recorded meeting on Comcast Channel 30 (CityNet30).

NOTICE

Contact information for PCM and City staff for PSC meetings and other meetings under this contract is as follows:

Julie Ocken, Planning and Sustainability Commission Coordinator
Portland Bureau of Planning and Sustainability
1900 SW 4th Avenue, #7100
Portland OR 97201
503-823-6041

Portland Community Media
2766 N.E. Martin Luther King, Jr. Blvd.
Portland, Oregon 97212
Jason Tait, 503-288-1515, x 26, Multimedia Services Manager
Joseph Glode, 503-288-1515, x 115, Multimedia Services Coordinator

COMPENSATION

The maximum that the Contractor can be paid on this contract is \$150,000 (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 Contractor may be less than that amount.

The Contractor is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Contractor based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor 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 Contractor 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, the Contractor's compensation will be based on the Contractor's bills previously submitted for acceptable work performed and approved.

The contractor will invoice the City each month for actual services performed. The billing shall include the hours worked per month itemized by person performing the work and by project. The City shall pay the amount due to the Contractor within thirty (30) days after receipt of the bill, provided the City Project Manager has certified the work as complete. Total payment to the Contractor shall not exceed \$150,000.

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PAYMENT TERMS: Net 30 Days

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Costs for On-Site Meetings:

Mini-mobile/Mobile Production Vehicle coverage for 1 two hour meeting	\$1505 (base rate)
Each additional program hour	\$195

Base rate includes: Pre-Production planning, Setup of equipment, coverage of up to two hours of a meeting and pack up of equipment.

Cost includes: camera operators, sound person, director (4 person crew) and recordable media (two hour digital videotape or solid state media).

Costs for Off-Site Meetings:

Mini-mobile/Mobile Production Vehicle coverage for 1 two hour meeting	\$1605 (base rate)
Each additional program hour	\$195

Base rate includes: Additional Pre-Production planning, Setup of equipment, coverage of up to two hours of a meeting and pack up of equipment.

Cost includes: camera operators, sound person, director (4 person crew) and recordable media (two hour digital videotape or solid state media).

Costs for Off-Site Meetings (Single Camera):

Single Camera Edited coverage for 1 two hour meeting	\$1190 (base rate)
Each additional program hour	\$155

Base rate includes: Pre-Production planning, Setup of equipment, coverage and simple editing of up to two hours of a meeting and pack up of equipment.

Cost includes: camera operator, sound person, editor and recordable media (two hour digital videotape or solid state media).

Costs for Council Chamber Meetings:

City Council chambers coverage for 1 two hour meeting	\$510 (base rate)
Each additional program hour	\$75

Base rate includes: Pre-Production planning, Setup of equipment/Graphic creation, coverage of up to two hours of a meeting.

Cost includes: director and recordable media (two hour digital videotape or solid state media).

Progress Payments

On or before the 15th of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor 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 Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable. The Project Coordinator 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 Contractor shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 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 Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the City to Contractor.

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

Date

Entity

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

CONTRACTOR 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 Contractor 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 Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

PORTLAND COMMUNITY MEDIA (PCM)

BY:  _____

Date: 10/11/11

Name: Cece Hughley Noel

Title: Executive Director

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Contract No. 30002353

Contract Title: Video and Cablecasting Services

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: **APPROVED AS TO FORM**

By: Office of City Attorney *[Signature]* ^{CSB} Date: _____
CITY ATTORNEY