

Portland, Oregon

FINANCIAL IMPACT and PUBLIC INVOLVEMENT STATEMENT For Council Action Items

(Deliver original to Financial Planning Division. Retain copy.)

1. Name of Initiator Elizabeth Gardiner	2. Telephone No. 823-0363	3. Bureau/Office/Dept. Police/Fiscal Svcs.
4a. To be filed (date): January 19, 2012	4b. Calendar (Check One) Regular Consent 4/5ths <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	5. Date Submitted to Commissioner's office and FPD Budget Analyst: January 18, 2012
6a. Financial Impact Section: <input checked="" type="checkbox"/> Financial impact section completed		6b. Public Involvement Section: <input checked="" type="checkbox"/> Public involvement section completed

1) Legislation Title:

* Authorize contract extension to David Corey, Ph.D. for psychological examinations (Ordinance; Amend Contract No. C35139)

2) Purpose of the Proposed Legislation:

The purpose of this legislation is to extend the term of the agreement until March 31, 2012 to allow for psychological examinations to continue and to allow sufficient time for the Police Bureau to Request for Proposal for future psychological services.

3) Which area(s) of the city are affected by this Council item? (Check all that apply—areas are based on formal neighborhood coalition boundaries)?

- | | | | |
|---|------------------------------------|------------------------------------|--------------------------------|
| <input type="checkbox"/> City-wide/Regional | <input type="checkbox"/> Northeast | <input type="checkbox"/> Northwest | <input type="checkbox"/> North |
| <input type="checkbox"/> Central Northeast | <input type="checkbox"/> Southeast | <input type="checkbox"/> Southwest | <input type="checkbox"/> East |
| <input type="checkbox"/> Central City | | | |
| <input checked="" type="checkbox"/> Internal City Government Services | | | |

FINANCIAL IMPACT

4) Revenue: Will this legislation generate or reduce current or future revenue coming to the City? If so, by how much? If so, please identify the source.

No revenue to the City will be generated or reduced as a result of this legislation.

5) Expense: What are the costs to the City related to this legislation? What is the source of funding for the expense? (Please include costs in the current fiscal year as well as costs in future years. If the action is related to a grant or contract please include the local contribution or match required. If there is a project estimate, please identify the **level of confidence**.)

There is no additional cost as a result of this legislation.

6) Staffing Requirements:

- **Will any positions be created, eliminated or re-classified in the current year as a result of this legislation?** *(If new positions are created please include whether they will be part-time, full-time, limited term, or permanent positions. If the position is limited term please indicate the end of the term.)*

No positions will be created, eliminated or re-classified in the current year as a result of this legislation.

- **Will positions be created or eliminated in *future years* as a result of this legislation?**

No positions will be created or eliminated in future years as a result of this legislation.

(Complete the following section only if an amendment to the budget is proposed.)

7) Change in Appropriations *(If the accompanying ordinance amends the budget please reflect the dollar amount to be appropriated by this legislation. Include the appropriate cost elements that are to be loaded by accounting. Indicate "new" in Fund Center column if new center needs to be created. Use additional space if needed.)*

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

[Proceed to Public Involvement Section — REQUIRED as of July 1, 2011]

PUBLIC INVOLVEMENT

8) Was public involvement included in the development of this Council item (e.g. ordinance, resolution, or report)? Please check the appropriate box below:

☐ **YES:** Please proceed to Question #9.

☒ **NO:** Please, explain why below; and proceed to Question #10.

There was no public involvement included in the development of this Council item because pertains to internal city government services provided by Dr. Corey as approved by contract #C35139.

9) If "YES," please answer the following questions:

a) What impacts are anticipated in the community from this proposed Council item?

b) Which community and business groups, under-represented groups, organizations, external government entities, and other interested parties were involved in this effort, and when and how were they involved?

c) How did public involvement shape the outcome of this Council item?

d) Who designed and implemented the public involvement related to this Council item?

e) Primary contact for more information on this public involvement process (name, title, phone, email):

10) Is any future public involvement anticipated or necessary for this Council item? Please describe why or why not.

The bureau does not anticipate that any future public involvement will be necessary.



MICHAEL REESE, Chief of Police

AMENDMENT NO. 6

CONTRACT NO. 35139

FOR
**PSYCHOLOGICAL SERVICES/EVALUATIONS FOR BUREAU OF POLICE COMMUNITY POLICE
OFFICER APPLICANTS AND EMPLOYEES**

This Contract was made and entered by and between Dr. David Corey, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. This contract is hereby extended through March 31, 2012.

All other terms and conditions shall remain unchanged and in full force and effect.

CONTRACTOR SIGNATURE:

This contract amendment 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 contract amendment.

The parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

David M. Corey,
David Corey, Ph.D Ph.D., ABPP

Digitally signed by David M. Corey, Ph.D., ABPP
DN: cn=David M. Corey, Ph.D., ABPP, o,
ou=Forensic Psychologist,
email=dmc@davidmcoreyphd.com, c=US
Date: 2011.12.01 11:03:51 -08'00'

By: David M. Corey, Ph.D., ABPP Date: 12/1/2011

Name: David M. Corey, Ph.D., ABPP

Title: President and Licensed Psychologist

Address: 5285 SW Meadows Road, Suite 311, Lake Oswego, OR 97035

Telephone: 503-620-8050

Contract No. C35139 Amendment/Change Order No. 6

Contract Title: Psychological Services/Evaluations for Bureau of Police Officer Applicants and Employees.

CITY OF PORTLAND SIGNATURES:

By: Christine Hardy Date: 1/13/12
Chief Procurement Officer

By: N/A Date: _____
Elected Official

Approved:

By: N/A Date: _____
Office of City Auditor

Approved as to Form: **APPROVED AS TO FORM**

By: [Signature] Date: 12/2/2011
Office of City Attorney **CITY ATTORNEY**

AMENDMENT NO. 5CONTRACT NO. 35139

FOR

PSYCHOLOGICAL SERVICES/EVALUATIONS FOR BUREAU OF POLICE COMMUNITY
POLICE OFFICER APPLICANTS AND EMPLOYEES

Pursuant to Ordinance No.

This Contract was made and entered by and between Dr. David Corey, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

The Police Bureau wishes to extend the term of the contract with Dr. David Corey, Ph.D. to provide services beyond the expiration date of December 31, 2010 as authorized in contract #35139, Amendment #4. The extension will allow for psychological evaluations to be completed for anticipated hires in early 2011 and allow the Bureau sufficient time to do a Request for Proposal for future psychological services and evaluations.

1. This contract is hereby extended through December 31, 2011.

All other terms and conditions shall remain unchanged and in full force and effect.

CONTRACTOR SIGNATURE:

This contract amendment 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 contract amendment.

The parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

David Corey, Ph.D.By: Date: 11/22/2010Name: DAVID A. COREY, PH.D., Ph.D.Title: AssistantAddress: PO Box 895, Lake Oswego, OR 97034Telephone: 503-620-8050

Contract No. C35139

Amendment/Change Order No. 5

Contract Title: Psychological Services/Evaluations for Bureau of Police Community Police Officer Applicants and Employees.

CITY OF PORTLAND SIGNATURES:

By: N/A
Chief Procurement Officer

Date: _____

By: [Signature]
Elected Official

Date: 12.17.10

Approved:
By: [Signature]
Office of City Auditor

Date: 12/21/10

Approved as to Form:

By: APPROVED AS TO FORM
Office of City Attorney
[Signature]
CITY ATTORNEY

Date: 11/30/10

AMENDMENT NO. 4

CONTRACT NO. 35139

FOR

PSYCHOLOGICAL SERVICES/EVALUATIONS FOR BUREAU OF POLICE COMMUNITY POLICE OFFICER APPLICANTS
AND EMPLOYEES

Pursuant to Ordinance No. 183109

This Contract was made and entered by and between DAVID COREY, Ph.D., hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. This contract is hereby extended through December 31, 2010.
2. Additional compensation is necessary and shall not exceed \$195,000. The new not-to-exceed contract amount shall not exceed \$468,550.

All other terms and conditions shall remain unchanged and in full force and effect.

CONTRACTOR SIGNATURE:

This contract amendment 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 contract amendment.

The parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

DAVID COREY, Ph.D.

By: 

Date: 3/31/2009

Name: DAVID M. COREY, PH.D.

Title: PRESIDENT/PSYCHOLOGIST

Address: 5285 Meadows Road, Suite 301, Lake Oswego, Oregon 97035

Telephone: 503-620-8050

Contract No. 35139

Amendment/Change Order No. 4

Contract Title: PSYCHOLOGICAL SERVICES/EVALUATIONS FOR BUREAU OF POLICE COMMUNITY POLICE OFFICER
APPLICANTS AND EMPLOYEES

CITY OF PORTLAND SIGNATURES:

CITY OF PORTLAND SIGNATURES:

By:

N/A
Purchasing Agent

Date:

By:

[Signature]
Elected Official

Date:

8/26/09

Approved:

By:

[Signature]
Office of City Auditor

Date:

8/28/09

Approved as to Form:

By:

[Signature]
Office of City Attorney

Date:

5/22/2009

AMENDMENT #3 TO CONTRACT

#35139

Psychological Services/Evaluations for Bureau of Police Community Police Officer Applicants and Employees

The current contract is for the period, January 5, 2004, through December 31, 2007, with total compensation of \$273,550 as agreed in Amendment #2. The Police Bureau wishes to extend the term of the contract with Dr. David Corey, Ph.D. to provide services beyond the expiration date of December 31, 2007 as authorized in contract #35129, amendment #1. No increase in compensation is required to extend this contract to December 31, 2008.

The following sections of the contract are amended as follows:


Effective Date and Duration

This contract will become effective on January 5, 2004 (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 December 31, 2008.

Consideration

City agrees to pay Contractor a sum not to exceed \$273,550 for accomplishment of the work.

All other terms and conditions shall remain unchanged and in full force and effect.

By:  12/19/2007
Date

Dr. David M. Corey, Ph.D.
(Name and Title)


Address: 5285 Meadows Road, Suite 211
Lake Oswego OR 97035

Telephone: 503.620-8050

APPROVED AS TO FORM

 1/7/08
By City Attorney Date

CITY OF PORTLAND

By:  1-17-08
Purchasing Agent Date

APR 27 2007

AMENDMENT #2 TO CONTRACT #35139

Psychological Services/Evaluations for Bureau of Police Community Police Officer Applicants and Employees

The current contract is for the period January 5, 2004 through December 31, 2006 with total compensation of \$186,775. More services were required than originally anticipated and the compensation has reached the contract funding limit of \$186,775. The Police Bureau wishes to increase compensation and extend the term of the contract with Dr. David Corey, Ph.D. to provide additional services beyond the expiration date of December 31, 2006 as authorized in contract #35139, amendment #1. An additional compensation of \$86,775 is required and will increase total contract compensation to \$273,550.

The following sections of the contract are amended as follows:

Effective Date and Duration

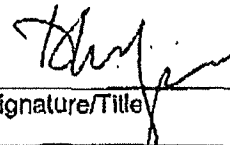
This contract will become effective on January 5, 2004 (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on December 31, 2007.

Consideration

City agrees to pay Contractor a sum not to exceed \$273,550 for accomplishment of the work.

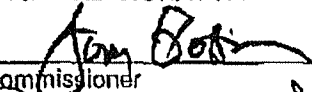
All other conditions of this contract remain unchanged.

Approved by the Contractor:

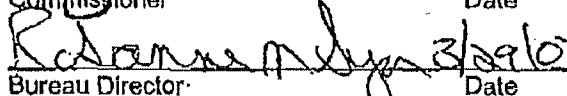

Signature/Title 6/20/2006
Date

CITY OF PORTLAND SIGNATURES

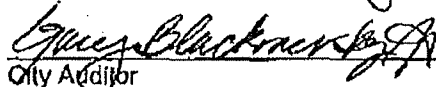
Mayor:


Commissioner 4/27/07
Date

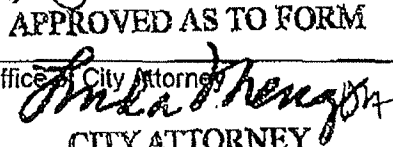
Approved by Bureau Director:


Bureau Director 3/29/07
Date

Approved by City Auditor:


City Auditor 4/27/07
Date

Approved as to form
By City Attorney:

APPROVED AS TO FORM

Office of City Attorney 12/19/06
Date
CITY ATTORNEY

COPY - MARIA REKSON

RECEIVED MAY 28 2007

V# 61688
REQ# 100500 6059
STC 1698
ISD# 010072 0000
EEO/BLTY
PM: SEM MURRAY

DEC 16 2005

AMENDMENT #1 TO CONTRACT

#35139

Psychological Services/Evaluations for Bureau of Police Community Police Officer Applicants and Employees

The current contract is for the period January 5, 2004 through December 31, 2005 with total compensation of \$100,000. More services were required than originally anticipated and the compensation has reached the limit of \$100,000 prior to the termination date. The Police Bureau wishes to increase compensation and extend the term of the contract with Dr. David Corey, Ph.D. to provide additional services beyond the expiration date of December 31, 2005. An additional compensation of \$86,775 is required and will increase total compensation to \$186,775.

The following sections of the contract are amended as follows:

Effective Date and Duration

This contract will become effective on January 5, 2004 (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 December 31, 2006.

Consideration

City agrees to pay Contractor a sum not to exceed \$186,775 for accomplishment of the work.

All other conditions of this contract remain unchanged.

Approved by the Contractor:

David Corey 9/19/2005
Signature/Title Date

61688
100000000

CITY OF PORTLAND SIGNATURES

Mayor

Tom Roth 12-7-05
Commissioner Date

Approved by Bureau Director:

Devin Goforth 10/5/2005
Bureau Director Date

Approved by City Auditor:

Gary Blackmer 12/16/05
City Auditor Date

Approved as to form
By City Attorney:

APPROVED AS TO FORM
Andrea Menzies 10/11/05
Office of City Attorney Date
CITY ATTORNEY

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO. 35139

SHORT TITLE OF WORK PROJECT: Psychological Services/Evaluations for Bureau of Police Community Police Officer Applicants and Employees

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and David M. Corey, Ph.D., hereafter called Contractor. The City's Project Manager for this contract: Sgt. Ronald B. Alexander.

Effective Date and Duration

This contract shall become effective on January 5, 2004 (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 December 31, 2005.

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.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed One Hundred Thousand Dollars (\$100,000) 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): David M. Corey, Ph.D.

Address: 5285 SW Meadows Road, Suite 311, Lake Oswego, Oregon, 97035

Social Security #: _____

Federal Tax ID #: 93-1178114 State Tax ID #: 0829658-7 Business License #: T105101-646020

Citizenship: US 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 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: _____

Signature/Title

12-31-2003
Date

CITY OF PORTLAND SIGNATURES

Approved by Purchasing Agent: _____

Purchasing Agent

APPROVED AS TO FORM

Approved as to form
by City Attorney:

City Attorney

CITY ATTORNEY

COPY

**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. Funds

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

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. 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. Insurance

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

11. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

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

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 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.

17. 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.

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 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.

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 Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement.

20. 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.

21. 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 CONSTITUTE 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)

22. 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.

23. 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.

24. 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.

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

**Statement of the Work
and
Payment Schedule**

1. This contract is for Psychological Evaluations of Community Police Officer Job Applicants, Consultation and Training for the agency, and Fitness for Duty evaluations of certified police officers and non-sworn employees.
2. Work to be performed shall be in accordance with RFP #POL002 (attached), Section B, Work Requirements.
3. Procedures to be used by the Contractor for pre-employment screening shall be in accordance with Contractor's proposal dated November 7, 2003 (attached) for RFP # POL002, Option I: Bifurcated Procedure.
4. All other work performed will be in accordance with Contractor's proposal for RFP # POL002.
5. Payment shall be in accordance with Contractor's proposal for RFP # POL002, summarized here:
 - a. Option I (bifurcated procedure)
 - (1) \$50 for each Phase I assessment,
 - (2) \$45 for each Phase II assessment,
 - (3) And, \$275 for each post-offer assessment.
 - b. Psychological Fitness for Duty Evaluations & Other Services - \$175 per hour.

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.

Signature [Signature]

Date

12-31-2003

Entity

DAVID M. COLEY, P.D., A.C.

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.

[Signature]
Project Manager Signature

Date

12/31/03

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.

[Signature]
Contractor Signature

Date

12-31-2003

EXHIBIT C

INSURANCE (The Project Manager must review 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 \$500,000 each 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: DA

Automobile Liability insurance with a combined single limit of not less than \$500,000 each 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 each 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.

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.

ORDINANCE No.

* Extend contract with David Corey, Ph.D. for psychological examinations (Ordinance; amend Contract No. 35139)

The City of Portland ordains:

Section 1. The Council finds:

1. The Police Bureau finds value in having officer applicants submit to a psychological examination and to require psychological fitness for duty examinations as needed.
2. In late 2002 the Police Bureau advertised the Request for Proposals RFP#POL002 which resulted in the selection of David Corey, Ph.D. as the contractor to perform the psychological examinations.
3. Contract No. C35139 was executed in January 2004 for a term of two years expiring December 31, 2005 if not extended for additional time. The compensation to the contractor was limited to \$100,000 during the two year term of the contract.
4. Amendment No. 1 to the contract was passed to extend to term of the agreement for an additional year and increase the compensation by an amount of \$86,775.
5. Amendment No. 2 to the contract was passed to extend the term for an additional year and increase the compensation by an amount of \$86,775.
6. Amendment No. 3 to the contract was passed to extend the term of the agreement for an additional year with no additional compensation.
7. Amendment No. 4 to the contract was passed to extend the term for an additional two years and increase the compensation by \$195,000.
8. Amendment No. 5 to the contract was passed to extend the term for an additional year to allow the Police Bureau sufficient time to do a Request for Proposal for future psychological services. This amendment did not provide additional compensation.
9. At this time it is desirable to extend the term of the agreement until March 31, 2012 to allow for psychological examinations to be completed for the anticipated hires in early 2012 and to allow the Police Bureau sufficient time to finish a Request for Proposal for future psychological services.
10. There is no additional compensation requested for the amendment.

NOW, THEREFORE, the Council directs:

a. The Mayor and City Auditor are hereby authorized to execute amendment No. 6 to Contract No. C35139 between the City of Portland and David Corey, Ph.D. in a form substantially in agreement with the attached Exhibit A.

Section 2. The Council declares an emergency exists because delay in proceeding with this agreement will unnecessarily deprive David Corey, Ph.D. and the City of the mutual benefits of this agreement. Therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council:

Mayor Sam Adams

Prepared by: Elizabeth Gardiner

Date Prepared: January 17, 2012

LaVonne Griffin-Valade

Auditor of the City of Portland

By

Deputy

Agenda No.
ORDINANCE NO.
 Title

Extend with
 ✓ * ~~Authorize~~ contract ~~extension~~ to David Corey, Ph.D. for psychological examinations (Ordinance;
 Amend Contract No. ~~C~~35139)

INTRODUCED BY Commissioner/Auditor: Mayor Adams	CLERK USE: DATE FILED <u>JAN 27 2012</u>
COMMISSIONER APPROVAL Mayor—Finance and Administration - Adams <i>May 1st</i> Position 1/Utilities - Fritz Position 2/Works - Fish Position 3/Affairs - Saltzman Position 4/Safety - Leonard	LaVonne Griffin-Valade Auditor of the City of Portland By: <i>[Signature]</i> Deputy
BUREAU APPROVAL Bureau: Police Bureau Head: Michael Reese <i>Michael Reese</i> Prepared by: Elizabeth Gardiner Date Prepared: January 17, 2012 Financial Impact Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/> Not Required <input type="checkbox"/> Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Council Meeting Date December 18, 2010 <i>Feb 1, 2012</i>	ACTION TAKEN: FEB 01 2012 REFERRED TO COMMISSIONER OF FINANCE AND ADMINISTRATION
✓ City Attorney Approval	

AGENDA TIME CERTAIN <input type="checkbox"/> Start time: _____ Total amount of time needed: _____ (for presentation, testimony and discussion) CONSENT <input checked="" type="checkbox"/> <i>Pulled</i> REGULAR <input type="checkbox"/> Total amount of time needed: _____ (for presentation, testimony and discussion)

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
	YEAS	NAYS
1. Fritz	✓ 1. Fritz	
2. Fish	2. Fish	
3. Saltzman	3. Saltzman	
4. Leonard	4. Leonard	
Adams	Adams	