

## FINANCIAL IMPACT STATEMENT For Council Action Items

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

1. Name of Initiator Lisa Turley		2. Telephone No. 823-0911	3. Bureau/Office/Dept. Emergency Communications
4a. To be filed (date)	4b. Calendar (Check One) Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> 4/5ths <input type="checkbox"/>		5. Date Submitted to FPD Budget Analyst:

### **1) Legislation Title:**

\*Establish an Agreement with Online Business Systems to provide program management services to the Bureau of Emergency Communications on behalf of the Portland Dispatch Communications Consortium. (Ordinance)

### **2) Purpose of the Proposed Legislation:**

The Bureau of Emergency Communications on behalf of the Portland Dispatch Communications Consortium requires the services of a skilled firm to provide program management oversight on how to best utilize an existing Enterprise Service Bus.

This Ordinance requests a new contract with Online Business Systems to end December 31, 2010.

### **3) Revenue:**

**Will this legislation generate or reduce current or future revenue coming to the City? If so, by how much? If new revenue is generated please identify the source.**

Will not generate revenue.

### **4) Expense:**

**What are the costs to the City as a result of 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)**

No cost to the City. This contract will be paid with grant funds from the Urban Area Strategic Initiative with a NTE amount of \$215,000.00.

### **Staffing Requirements:**

**5) 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 or re-classified.

**6) 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.

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 Center Code column if new center needs to be created. Use additional space if needed.)*

No budget amendment, no appropriation needed below.

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Amount



APPROPRIATION UNIT HEAD, Lisa Turley, Director, BOEC

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

**CONTRACT NO.**

**SHORT TITLE OF WORK PROJECT:**  
**Program Manager for the Urban Area Strategic Initiative Grant**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Online Business Systems, hereafter called Contractor. The City's Project Manager for this contract is Laura Wolfe.

**Effective Date and Duration**

This contract shall become effective on January 15, 2010. This contract shall expire, unless otherwise terminated or extended, on December 31, 2010.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed \_\_\_\_\_ 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.

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**CONTRACTOR DATA AND CERTIFICATION**

Name (please print): Online Business Systems\_\_\_\_\_

Address: 315 SW 5<sup>th</sup> Street Portland, Oregon 97204\_\_\_\_\_

Employer Identification Number (EIN) 41-1805060\_\_\_\_\_

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

City of Portland Business License # 657984\_\_\_\_\_

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.

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**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 the INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT, which is attached hereto and by this reference made a part hereof.

**(a) 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. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

**(b) 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. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

**(c) 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**

During the term of this contract Contractor shall maintain in force at its own expense, each 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) ☒ 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:

- (c) ☒ 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:

- (d) ☒ 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.

- (e) 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.
- (f) 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 and 10-day non-payment clause that provides that the insurance shall not terminate or be cancelled without 30 days or 10 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.

**11. 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.

**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. 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.

**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 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)

**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: /\_x\_/ Applicable /\_\_\_/ Not Applicable**

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, the STATEMENT OF THE WORK should list what information the Contractor must include in monthly progress reports.

**24. Contractor's Personnel: /\_x\_/ Applicable /\_\_\_/ Not Applicable**

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

**25. Subcontractors: /\_\_\_/ Applicable /\_x\_/ Not Applicable**

The City requires Contractors to use the Minority, Women and Emerging Small Business (M/W/ESB) subcontractors identified in their proposals, and as such the Contractor shall assign these subcontractors as listed in the STATEMENT OF THE WORK to perform work in the capacities designated. The Contractor shall not change subcontractor assignments without the prior written consent of the Purchasing Agent.

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## **STATEMENT OF THE WORK AND PAYMENT SCHEDULE**

### **SCOPE OF WORK**

Scope of work for contract services: Contractor will work with the Portland Dispatch Center Consortium (PDCC) members to best utilize an existing Enterprise Service Bus (ESB) technology and work with all PDCC partners to develop new processes for this system. The Contractor will provide the following:

- Provide direction and support to resolve outstanding issues from the original design and implementation of the ESB. These items include redundant connectivity with each PSAP and connectivity between the 2 server stacks;
- Provide direction and support and act as point of contact between CAD vendors and Online Business Systems;
- Provide recommendations on hardware/software improvements, i.e. change out of hardware due to end of life or database options;
- Track software licenses and renewal dates;
- Work with hardware providers on any warranty issues/replacement;
- Work toward bringing the system to mission critical status through stable connections, 24/7 support, maintenance contracts etc.;
- Monitor day to day operations of the ESB;
- Work with CAD vendors and OBS to implement additional features;
- Report to the PDCC group as needed;
- Develop a checklist/orientation process for new prospective partners that wish to join the ESB; a
- Provide innovative, cost-efficient, and appropriate business, management, and technology solutions;
- Provide expertise to the PDCC in the planning, integration, and implementation of new technological additions to the ESB;
- Provide program management on the implementation of the following PDCC CAD to CAD projects:
  - Unit Status Messaging
  - Coms IT Symposium
  - Ambulance Interface
  - CAD Interfaces (BOEC and CRESA)
  - Message Bus Server Replacement
  - Unit-to-Unit Messaging
- Provide written weekly project status reports to the Project Manager(s) showing:
  - progress of tasks, and accomplishments during the previous week
  - tasks to be completed the following week
  - obstacles and problems, and steps being taken to solve the problem
- Provide a written strategic development plan with identified future ESB projects;
- Provide a final report of recommendations and review with key stakeholders who will be identified by the Project Manager(s)

### **CONTRACTOR PERSONNEL**

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

NAME	ROLE ON PROJECT
Jerry Holcombe	Program Manager
Bryan Lepine	Program Subject Matter Expert
Jenny Lam	Technical Team
Rhema Nelson	Technical Team
Joshua Zeckser	Technical Team

### SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
none	

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

### COMPENSATION

Contractor shall be paid the not to exceed amount of \$215,000. The Contractor will be paid based on its hourly rates, costs incurred in paying its subcontractors, if any, plus any authorized expenses, as set forth in more detail below. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

**PAYMENT TERMS:** Net 30 Days

**Hourly Rates** \$107.50

The billing rates shall not exceed those [set forth below].

### Adjustment of Labor Rates

Each year the contract is in force, hourly rates may be adjusted annually to an amount not to exceed the average inflation rate for the Portland Metropolitan Area as determined from the US Department of Labor statistics and certified by the City of Portland Auditor. Other than the impact of inflation as described above, compensation rates may not be increased.

### Progress Payments

On or before the 15<sup>th</sup> 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. 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 Bureau 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 8-JUN-2010

Entity ONLINE BUSINESS SYSTEMS

**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

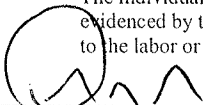
### SECTION C

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 8-JUN-2010

**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.

**Online Business Systems**

BY: 

Date: 8 JAN 2010

Name: DAVID NEUFELD

Title: VP - PNW REGION

Contract No. \_\_\_\_\_

Contract Title: Program Manager for the Urban Area Strategic Initiative Grant

**CITY OF PORTLAND SIGNATURES:**

By:   
Bureau Director

Date: 1/19/2010

By: \_\_\_\_\_  
Purchasing Agent

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

By: \_\_\_\_\_  
Elected Official

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

Approved:

By: \_\_\_\_\_  
Office of City Auditor

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

Approved as to Form:

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

Date: 1/20/10



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
April 20, 2009

<b>PRODUCER</b> Aon Reed Stenhouse Inc. 1800 - One Lombard Place Winnipeg, Manitoba R3B 2A3	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>
<b>INSURED</b> Online Enterprises Inc. d/b/a Online Business Systems #200, 115 Bannatyne Avenue Winnipeg, Manitoba R3B 0R3	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: St. Paul Fire & Marine Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:

## COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CX04901371	02/01/09	02/01/10	EACH OCCURENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Each Occurrence)	\$250,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
						NON OWNED AUTOMOBILE	\$1,000,000
	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
	<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	<b>OTHER</b>					

APPROVED AS TO FORM

*Frank K. Norante*  
CITY ATTORNEY

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured: *City of Portland, Oregon* but only with respect to liability arising out of the operations of the Named Insured.

## CERTIFICATE HOLDER

City of Portland, Oregon  
Bureau of Purchases  
1120 SW Fifth Avenue, Rm 750  
Portland, OR 96204

## CANCELLATION

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

## AUTHORIZED REPRESENTATIVE:

*Frank K. Norante*

# CERTIFICATE OF INSURANCE

ISSUE DATE  
(MM/DD/YY)  
April 20, 2009

PRODUCER: Aon Reed Stenhouse Inc.  
1800 - One Lombard Place Winnipeg, Manitoba R3B 2A3

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE  
COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED: ONLINE ENTERPRISES INC.,  
D/B/A ONLINE BUSINESS SYSTEMS  
#200, 115 Bannatyne Avenue  
Winnipeg, Manitoba R3B 0R3

## COMPANIES AFFORDING COVERAGE

COMPANY A	St. Paul Fire & Marine Insurance Company
COMPANY B	
COMPANY C	
COMPANY D	

## COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	UMBRELLA LIABILITY	CPC0124351	02/01/09	02/01/10	EACH OCCURRENCE	\$ 4,000,000
					AGGREGATE	\$ 4,000,000
A	ERRORS & OMISSIONS LIABILITY	CPC0124325	02/01/09	02/01/10	Each Wrongful Act - aggregate	\$ 5,000,000
					Each Wrongful Occurrence	\$ 5,000,000

Additional Insured: *City of Portland, Oregon* but only with respect to liability arising out of the operations of the Named Insured.

## CERTIFICATE HOLDER

City of Portland, Oregon  
Bureau of Purchases  
1120 SW Fifth Avenue, Rm 750  
Portland, OR 96204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED  
BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY  
WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE  
CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE:

Date: April 20, 2009

APPROVED AS TO FORM

*Paula Mungia*  
CITY ATTORNEY



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Please print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Online Enterprises, Inc.**

Business name, if different from above

**Online Business Systems**

Check  
appropriate  
box:

☐ Individual/Sole Proprietor

☒ Corporation

☐ Partnership

☐ Other \_\_\_\_\_

☐ LLC filing as Sole Proprietor

☐ LLC filing as Corporation

☐ LLC filing as Partnership

☐ Exempt from  
backup withholding

Address (number, street, and apt. or suite no.)

**315 SW 5<sup>th</sup> Avenue, Suite 201**

City, state, and ZIP code

**Portland OR 97204**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note:** If the account is in more than one name, see the chart on page 3 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**4 1 1 8 0 5 0 6 0**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 3.)

Sign Here

Signature of  
U.S. person

Date **12/15/09**

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese

## City of Portland EEO Printable Version - Online business Systems Form G

### EEO Status Information

Signed: 4/20/2009 8:43:54 AM  
Approved: N/A  
Expires: 4/30/2011

### Vendor Information

User Name: David Neufeld  
Title: VP  
Company Name: Online business Systems  
Address 1: 315 SW Fifth Avenue  
Address 2: Suite 201  
City, State ZIP: Portland, OR 97204  
Phone: 503.221.2476  
Email: portlandsales@obsglobal.com  
Web Site: <http://www.obsglobal.com>

### Vendor NAICS Classes

5415 Computer Systems Design and Related Services  
5142 Data Processing Services  
5411 Information Services  
5511 Management of Companies and Enterprises  
5416 Management, Scientific, and Technical Consulting Services  
9281 National Security and International Affairs  
5419 Other Professional, Scientific, and Technical Services  
4861 Pipeline Transportation of Crude Oil  
4862 Pipeline Transportation of Natural Gas  
5112 Software Publishers

### Application Information

\*Is this a New application or a Renewal (New means that you have not previously applied to the City of Portland for EEO certification)? **Renewal**

### Company Information

Federal Tax ID (no dashes): 411805060  
Business Description: Business Computer Software Consultancy

### Owner Information

Is this business owned by an individual? **Yes**  
Owner's Gender: **Male**  
Owner's Ethnicity: **Caucasian**

### Workforce & Hiring Information

**PTE CONTRACT WORKSHEET**

REV 11/09

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

Contract No. \_\_\_\_\_

Procurement Services Internal Use Only

RFP No.  
BOEC006

Bureau of Emergency Communications

Project Manager: Laura Wolfe

Phone No.: 503-703-5738

Project Name: Program Manager for the Urban Area Security Initiative Grant

Original Cost Estimate: \$227,500.00

Scope of work for contract services: Contractor will work with the Portland Dispatch Center Consortium (PDCC) members to best utilize an existing Enterprise Service Bus (ESB) technology and work with all PDCC partners to develop new processes for this system. The Contractor will:

- Provide direction and support to resolve outstanding issues from the original design and implementation of the ESB. These items include redundant connectivity with each PSAP and connectivity between the 2 server stacks;
- Provide direction and support and act as point of contact for CAD vendors and Online Business Systems;
- Provide recommendations on hardware/software improvements, i.e. change out of hardware due to end of life or database options;
- Track software licenses and renewal dates;
- Work with hardware providers on any warranty issues/replacement;
- Work toward bringing the system to mission critical status through stable connections, 24/7 support, maintenance contracts etc.;
- Monitor day to day operations of the ESB;
- Work with CAD vendors and OBS to implement additional features;
- Report to the PDCC group as needed, initially 2-3 times per month and then as needed;
- Develop a checklist/orientation process for new prospective partners that wish to join the ESB; and
- Provide program management on the following PDCC CAD to CAD projects:
  - Unit Status Messaging
  - Coms IT Symposium
  - Ambulance Interface
  - CAD Interfaces (BOEC and CRESA)
  - Message Bus Server Replacement
  - Unit-to-Unit Messaging

Additionally, the Contractor will provide innovative, cost-efficient, and appropriate business, management, and technology solutions and expertise to the PDCC in the planning, integration, and implementation of new technological additions to the ESB

Total No. of Solicitation's distributed to prospective consultants:

MBEs:

WBEs:

ESBs:

Non-certified:

(Attach a copy of the solicitation Plan Holders list)

**CONTRACT INFORMATION – Attach multiple pages as needed to include information on ALL proposals received.**

	Firm Selected	Firm No. 2	Firm No. 3	Firm No. 4
Firm Name	Online Business Systems	i.e. Solutions	Irish Miller Enterprises	
Address	315 SW 5 <sup>TH</sup> Avenue Suite 201 Portland, Oregon 97204	5440 SW Westgate Drive Suite 225 Portland, Oregon 97221	14201 Trupworth Court Valrico, FL 33596	
Phone Number	503-331-4517	503-452-3301	813-283-1662	
Contact Person	David Neufeld	Joe Pratts	James Laurie	
Proposal Amount	\$215,000.00	\$224,000.00	\$227,000.00	
Proof of Insurance (type/exp)		N/A	N/A	N/A
EIN No.		N/A	N/A	N/A

EEO Expiration Date		N/A	N/A	N/A
Equal Benefits Form	Yes No (Attach Signed Form)	N/A	N/A	N/A
Business License No.	657984	N/A	N/A	N/A
State of Oregon Certification? (circle)	No	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB
Contract Amount & Duration		N/A	N/A	N/A
Payment Terms		N/A	N/A	N/A

Describe outreach efforts to MBE, WBE or ESB firms, and the results of that outreach. If you did not contact any MBE, WBE or ESB firms, briefly state why: Purchasing sent out the ads. Unk further.

How was this project advertised? City purchasing website; Business Journal Dates Advertised

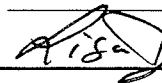
How award was determined: Highest scored proposer/responder

If you have awarded other contracts to the same firm within the last 12 months, please list: Date:  
Amount: \$ Sole Source [ ] Emergency [ ] Non-Profit [ ] Grant Funding [ ]

List names, affiliation, and employer of evaluation committee in your consultant selection (Attach copies of signed Evaluators' Non-Conflict of Interest Statements):

Larry Hatch, Washington County Consolidations Communications, Leslie Taylor, City of Lake Oswego 9-1-1 Steve Watson, Columbia County Communications District  
Laura Wolfe, BOEC

AUTHORIZING SIGNATURE OF COMMISSIONER/BUREAU DIRECTOR/DESIGNEE



## **ORDINANCE No.**

Authorize a contract with Online Business Systems for Program Management to provide program management services to the Bureau of Emergency Communications on behalf of the Portland Dispatch Communications Consortium (Ordinance)

The City of Portland Ordains:

### **Section 1: The Council Finds:**

1. The Bureau of Emergency Communication acting on behalf of the Portland Dispatch Communications requires contract a program manager to best utilize an exiting Enterprise Service Bus.
2. This project will be funded solely with grant funds from the Urban Area Strategic Initiative.
3. Online Business Systems was awarded this contract as a result of a competitive bid process.
4. This Ordinance requests a new contract between Online Business Systems and the City.
5. Funds are available within the Federal Grant Fund 217001, UASI 08-131, for this contract.

NOW THEREFORE, The Council directs:

- a. The Commissioner of Public Utilities and the City Auditor are authorized to sign the contract with Online Business Systems. for a period of five years, from February 10, 2010 through December 31, 2010, for the purpose described in Section 1, in an amount not to exceed \$215,000.00.
- b. The Commissioner of Public Utilities and Auditor are hereby authorized to draw and deliver warrants chargeable to the Bureau of Emergency Communications Budget when demand is presented and approved by the proper authority.

Passed by the Council:

Commissioner Amanda Fritz

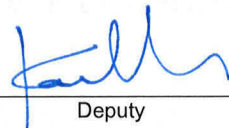
Prepared by: Laura Wolfe

Date Prepared: February 4, 2010

LaVonne Griffin-Valade  
Auditor of the City of Portland  
By

Deputy

*a contract*  
 ✓ Authorize an agreement with Online Business Systems and the City to provide Program Management services to the Bureau of Emergency Communications on behalf of the Portland Dispatch Communications Consortium. *(Ordinance)*

INTRODUCED BY	CLERK USE: DATE FILED <u>FEB 05 2010</u>
Commissioner Amanda Fritz	LaVonne Griffin-Valade Auditor of the City of Portland
NOTED BY COMMISSIONER	By:  Deputy
Mayor—Finance and Administration	ACTION TAKEN:
Position 1—Utilities <i>Thomas Bignon</i> <i>Chief of Staff</i>	FEB 10 2010 <i>REFERRED TO</i> <i>COMMISSIONER OF PUBLIC UTILITIES</i>
Position 2—Works	
Position 3—Affairs	
Position 4—Safety	
BUREAU APPROVAL	
Bureau: Emergency Communications	
Prepared by: Laura Wolfe Date Prepared: January 25, 2010	
Financial Impact Statement <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Amends Budget <input type="checkbox"/> Not Required	
Portland Policy Document If "Yes," requires City Policy paragraph stated in document. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Council Meeting Date February 9, 2010	
Bureau Head: Lisa Turley	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
Consent X	Regular			YEAS	NAYS
NOTED BY City Attorney		1. Fritz	1. Fritz		
		2. Fish	2. Fish		
		3. Saltzman	3. Saltzman		
		4. Leonard	4. Leonard		
		Adams	Adams		