

## Exhibit A

**SCOPE OF WORK**

Chinook Group shall support PUA PM and the PUA Regional Exercise Planning Team (EPT) successfully accomplish the following goals:

- Design, development, conduct, and evaluation for the Assumptions Workshop.
- Design, development, conduct, and evaluation for the Regional Full-Scale Exercise (FSE). The FSE will involve field and Emergency Operations/Coordination Center (EOC/ECC) play and involve all public sector emergency response disciplines along with private sector partners, non-governmental organizations, and local volunteer groups.

In order to accomplish the above described goals, Chinook Group shall perform the tasks listed below for this project in a manner consistent with the federal Homeland Security Exercise and Evaluation Program (HSEEP), and shall be expected to work closely with the Portland Urban Area (PUA) Program Manager (PM) and, as appropriate, the PUA Regional EPT.

**Program Management**

Following contract award (within 14 days of contract execution), Chinook Group key personnel, the PUA PM and applicable stakeholders will sit down for an initial kickoff meeting to discuss and/or confirm the following project requirements:

- Confirmation or identification of project goals, objectives, exercise scenario, exercise scope, exercise participants, and EPT members.
- Updates on all planning efforts in support of the above described goals.

Additionally, Chinook Group will develop for review at the kickoff meeting the following project management materials:

- Draft project management plan and schedule highlighting the specific tasks, dates, and deliverables associated with the design, development, conduct and evaluation of a Workshop and FSE. Chinook Group will ask for comments, recommendations, and updates from PUA stakeholders and make appropriate modifications to the project schedule. Final project schedule will be submitted to the PUA PM two-weeks following the kickoff meeting.
- Monthly status reporting process. The monthly status reports will provide the PUA PM with a comprehensive understanding of the relationship of the project scope vs. actual and projected spending to date; projected spending for the next 30 days; and any deviations of project scope, timelines, and deliverables. Monthly status reports will be submitted on or before the 15<sup>th</sup> of each month.
- Invoicing process. Invoices and sub-consultant payment and utilization reports will be submitted based on Chinook Group's level of effort (i.e., percentage of work completed) relative to the overall project. An invoice and sub-consultant payment and utilization report will be submitted upon achievement of a 20%, 40%, 60%, 80%, and 100% level of effort, based on milestones identified in the project schedule and deliverables (see Exhibit B).

**HSEEP Training**

As requested by the PUA PM and PUA stakeholders, Chinook Group key personnel (i.e., John Porter and Theresa Hutchison) will provide and deliver the following HSEEP Training Courses:

- 2-day HSEEP Training Course
- Half-day HSEEP Toolkit Training Course

HSEEP Training Courses will be consistent with DHS FEMA Guidelines and be tailored to support the PUA Regional Exercise Program. Where feasible, HSEEP Training Course materials will be provided electronically to support the City's sustainability programs.

**Regional Planning Conferences**

Chinook Group will support five (5) regional planning conferences – Initial Planning Conference (IPC), Mid-Term Planning Conference (MPC), Master Scenario Events List (MSEL) Conference, Final Planning Conference (FPC) and After Action Conference (AAC) in support of the design, development, conduct, and evaluation of the Assumptions Workshop and the Regional FSE.

All regional planning conferences will be coordinated through the PUA PM and facilitated by Chinook Group personnel. Chinook Group will assume responsibility for all matters relating to the management of each regional

planning conference including: working with the PUA PM to secure an appropriate meeting location and space, layout of meeting room, a/v equipment (sound and projection), setup/breakdown, registration, announcements, facilitation, and meeting minutes.

All conferences will be supported with an agenda and appropriate read-ahead materials. Following approval from the PUA PM, all read-ahead materials will be distributed to the EPT no later than three (3) working days in advance of each planning conference. In addition, PowerPoint slides or other materials reviewed and discussed at each meeting will be provided to the EPT to support the City's sustainability programs. A Chinook Group member will prepare minutes during each meeting and those minutes will be distributed to the exercise planning team members within five (5) business days following the meeting.

#### **Monthly Regional, County and Discipline-Specific Meetings**

As required by the PUA PM and the EPT, Chinook Group will attend up to 110 regional, county and discipline-specific planning meetings in support of the above described goals. Prior to attending each regional, county or discipline-specific meeting, Chinook Group personnel will be briefed on the current status of exercise planning, as well as specific planning needs. Chinook Group will take detailed notes for distribution to our internal project management team, and for incorporation into exercise materials and documentation. A summary of activities supporting the county and discipline-specific meetings will be briefed to the PUA PM and the EPT at regional planning meetings/conferences.

#### **Secured Online Portal and Online Registration**

Chinook Group will maintain a secured portal for sharing of information and exercise materials to the PUA PM, PUA stakeholders, and EPT members (within 30 days of contract execution). The secured portal shall provide Secure Sockets Layer (SSL) cryptographic protocols that provide security over the Internet while downloading and uploading exercise materials. Additionally, the Chinook Group will maintain and provide an online registration tool to support exercise registration.

#### **Exercise Documentation and Deliverables**

Chinook Group will develop all exercise documentation in support of the above-described goals. All exercise documentation will be consistent with HSEEP guidance and tailored to support the PUA Regional Exercise Program. Chinook Group shall develop the following exercise documentation in support of the Assumptions Workshop:

- Situation Manual (SitMan) or Participant Handout
- Microsoft PowerPoint Presentation
- Exercise Evaluation Guides (EEG), as applicable
- Registration Materials, as applicable
- Badges or Name Tents, and Table Tents, as applicable
- Participant Feedback Forms
- Quick-Look Report and Seminar Report

Chinook Group shall develop the following exercise documentation in support of the PUA Regional FSE:

- Exercise Plan (ExPlan)
- Controller/Evaluator (C/E) Handbook or Control Staff Instructions (COSIN) and Evaluation Plan (EvalPlan)
- Exercise Evaluation Guides (EEGs) and other applicable evaluation forms to support the local and regional evaluation
- Master Scenario Events List (MSEL)
- Exercise Participant Handbooks
- Deployment Timetable
- C/E Assignments and Directory
- Registration Materials, as applicable
- Badges, as applicable
- Participant Feedback Forms
- Quick-Look Report and After Action Report and Improvement Plan

Contract No 30002802  
Exhibit A

**Regional Pre-Exercise and Post-Exercise Briefings**

Chinook Group will coordinate, design and facilitate the following briefings in support of the Regional FSE:

- Player's Safety Briefing
- Actor/Victim Briefing
- Hotwash
- C/E Briefing
- C/E Debriefing

Pre-exercise and post-exercise briefings/debriefings supporting the Regional FSE will be coordinated through the PUA PM and facilitated by Chinook Group personnel. Chinook Group will assume responsibility for all matters relating to the management of each briefing/debriefing including: working with the PUA PM to secure an appropriate meeting location and space, identification of participants, layout of meeting room, a/v equipment (sound and projection), setup/breakdown, announcements, and facilitation.

**Assumptions Workshop**

Chinook Group will work closely with the regional EPT to design, develop, facilitate, and evaluate a discussion-based Assumptions Workshop. Chinook Group will support the Workshop by 1) coordinating the major logistics necessary for conduct (i.e., facility agreements, invitation tracking, room set-up and tear down, directional signage, audio/visual requirements, presentations, etc.); 2) development of all HSEEP consistent workshop documentation; 3) facilitation of a pre-workshop facilitator briefing and Hotwash, as applicable; 4) coordination of personnel supporting the Workshop; 5) supporting workshop registration; and 6) providing a lead facilitator, one senior lead planner, and one administrative support person in support of workshop conduct.

**Regional Full-Scale Exercise**

The Chinook Group will work closely with the regional EPT to design, develop, conduct, and evaluate a multi-day multi-jurisdiction operations-based FSE. Chinook Group will support the FSE by 1) coordinating the major logistics necessary for conduct; 2) development of all HSEEP consistent exercise documentation; 3) facilitation of regional FSE pre- and post-exercise briefings and debriefings; 4) coordination of the recruitment efforts for controllers, evaluators, and simulators necessary to support the FSE; 5) supporting exercise registration; and 6) providing a lead senior controller, and two (2) senior exercise controllers in support of exercise conduct.

**After Action Report**

Chinook Group will produce a quick-look report (within 7 business days following exercise conduct) and after action report (AAR) for the FSE. A draft AAR will be presented to the EPT and the PUA PM within 30-days following the exercise conduct.

An After Action Conference (AAC) will be conducted following receipt of the draft AAR, providing EPT members an opportunity for final review and input to the AAR, and input to the completion of the Improvement Plan (IP). The IP will define each corrective action in concrete, actionable steps intended to resolve the areas identified for improvement. Corrective actions will be linked to the broader recommendations, core capability and a capability element (i.e., equipment, process, planning, organization, personnel, training). Additionally, each corrective action will be assigned to an organization(s) POC to implement with clearly defined start and end dates. Within 2-weeks of the AAC, or 60-days of the exercise and with the approval of the PUA PM or designee, the AAR/IP will be finalized.

Following the conclusion of the project, Chinook Group will provide electronic copies of all exercise materials to PUA PM.

**REVISED COSTING**

Revised costing includes Chinook Group's support (as described above under the section Monthly Regional, County and Discipline-Specific Meetings) for eighty-eight (88) regional, county, and/or discipline-specific planning meetings. Note: Costing for twenty-two (22) additional regional, county, and/or discipline-specific planning meetings were previously included in the overall costing for the FSE.

TASKS	REVISED PRICE
Assumptions Workshop	\$19,781.20
Full-Scale Exercise	\$79,730.20
Regional, County, and Discipline-Specific Meetings	\$35,358.40
<b>TOTAL</b>	<b>\$134,869.80</b>

Estimated Date	Task	Sub-Tasks/Deliverables	Tentative Staff Assignment
7-Aug-12	Project Management	Kickoff Meeting with Portland Urban Area Project Manager (PUA PM) and stakeholders to begin initial discussions of project scope, timelines, and modes for communication and coordination. Receipt of existing information applicable to project (e.g., grant requirements, reports, studies, and applicable county policy). Revise Project Management Schedule per discussions at Kickoff Meeting.	John Porter Theresa Hutchison
8-Aug-12	Regional Planning Meeting	Monthly Regional Exercise Planning Meeting. Attend as required by PUA PM. Introductions of the contract team leads. Develop, QA, and distribute meeting minutes.	John Porter Theresa Hutchison
August 2012	County & Discipline Meeting	Support monthly county and discipline-specific meetings as requested by the PUA POCs.	TBD
22-Aug-12	Project Management	Final Project Management Schedule submitted to PUA PM.	John Porter
September 2012	County & Discipline Meeting	Support monthly county and discipline-specific meetings as requested by the PUA POCs.	TBD
10-Sept-12	Project Management	HSEEP Training Course (September 10-11, 2012) HSEEP Toolkit Training Course (September 12, 2012 – ½ day course) <ul style="list-style-type: none"> <li>• Design invitation and registration to HSEEP Training Course and HSEEP Toolkit Training Course</li> <li>• Develop HSEEP Training Trip Report</li> </ul>	John Porter Theresa Hutchison
12-Sept-12	Regional Planning Meeting	Monthly Regional Exercise Planning Meeting. <ul style="list-style-type: none"> <li>• Develop and QA Read Ahead Materials for Regional Planning Meeting (e.g., PPT, agenda, etc.)</li> <li>• Coordinate logistics for Regional Planning Meeting (e.g., location, sign-in sheets, supplies)</li> <li>• Send Read Ahead Package to PUA PM for review</li> <li>• Send Read Ahead Package to EPT</li> <li>• Facilitate Regional Planning Meeting</li> <li>• Develop, QA, and distribute meeting minutes</li> </ul>	John Porter Theresa Hutchison
15-Sept-12	Project Management	Submit Monthly Status Report to PUA PM, highlighting the relationship of project scope vs. actual and projected spending to date; projected spending for the next 30 days; and any deviations of project scope, timelines, and deliverables.	John Porter
October 2012	County & Discipline Meeting	Support monthly county and discipline-specific meetings as requested by the PUA POCs.	TBD



Estimated Date	Task	Sub-Tasks/Deliverables	Tentative Staff Assignment
10-Oct-12	IPC Support	<b>Initial Planning Conference (IPC)</b> <ul style="list-style-type: none"> <li>• Develop and QA Read Ahead Materials for IPC (e.g., PPT, handouts)</li> <li>• Coordinate logistics for IPC (e.g., location, food/refreshments, signage, sign-in sheets, supplies)</li> <li>• Send Read Ahead Package to PUA PM for review</li> <li>• Send Read Ahead Package to EPT</li> <li>• Facilitate IPC</li> <li>• Develop, QA, and distribute meeting minutes</li> </ul>	John Porter Theresa Hutchison
15-Oct-12	Project Management	Submit Monthly Status Report to PUA PM, highlighting the relationship of project scope vs. actual and projected spending to date; projected spending for the next 30 days; and any deviations of project scope, timelines, and deliverables.	John Porter
15-Oct-12	Project Management	Update exercise information into the HSEEP Toolkit, National Exercise Schedule (NEXS). Create Project Timeline and identify project deliverables, tasks and schedule in HSEEP Toolkit Design and Development System (DDS). Upload applicable documents and exercise information into HSEEP Toolkit DDS. Continue to work with EPT to ensure HSEEP Toolkit access and comprehension of system.	John Porter
15-Oct-12	Project Management	<ul style="list-style-type: none"> <li>• <b>Submit Invoice for 20% level of effort (LOE) Estimated amount \$26,973.96</b></li> <li>• <b>Submit Subconsultant Payment and Utilization Reports</b></li> </ul>	John Porter
November 2012	County & Discipline Meeting	Support monthly county and discipline-specific meetings as requested by the PUA POCs.	TBD
14-Nov-12	Regional Planning Meeting	<b>Monthly Regional Exercise Planning Meeting.</b> <ul style="list-style-type: none"> <li>• Develop and QA Read Ahead Materials for Regional Planning Meeting (e.g., PPT, agenda, etc.)</li> <li>• Coordinate logistics for Regional Planning Meeting (e.g., location, sign-in sheets, supplies)</li> <li>• Send Read Ahead Package to PUA PM for review</li> <li>• Send Read Ahead Package to EPT</li> <li>• Facilitate Regional Planning Meeting</li> <li>• Develop, QA, and distribute meeting minutes</li> </ul>	Theresa Hutchison Gregg Shankle
15-Nov-12	Project Management	Submit Monthly Status Report to PUA PM, highlighting the relationship of project scope vs. actual and projected spending to date; projected spending for the next 30 days; and any deviations of project scope, timelines, and deliverables.	John Porter
December 2012	County & Discipline Meeting	Support monthly county and discipline-specific meetings as requested by the PUA POCs.	TBD



Estimated Date	Task	Sub-Tasks/Deliverables	Tentative Staff Assignment
12-Dec-12	Regional Planning Meeting	<p><b>Monthly Regional Exercise Planning Meeting.</b></p> <ul style="list-style-type: none"> <li>Develop and QA Read Ahead Materials for Regional Planning Meeting (e.g., PPT, agenda, etc.)</li> <li>Coordinate logistics for Regional Planning Meeting (e.g., location, sign-in sheets, supplies)</li> <li>Send Read Ahead Package to PUA PM for review</li> <li>Send Read Ahead Package to EPT</li> <li>Facilitate Regional Planning Meeting</li> <li>Develop, QA, and distribute meeting minutes</li> </ul>	Theresa Hutchison Gregg Shankle
14-Dec-12	Project Management	Submit Monthly Status Report to PUA PM, highlighting the relationship of project scope vs. actual and projected spending to date; projected spending for the next 30 days; and any deviations of project scope, timelines, and deliverables.	John Porter
14-Dec-12	Project Management	<ul style="list-style-type: none"> <li><b>Submit Invoice for 40% level of effort (LOE) Estimated amount \$26,973.96</b></li> <li><b>Submit Subconsultant Payment and Utilization Reports</b></li> </ul>	John Porter
January 2013	County & Discipline Meeting	Support monthly county and discipline-specific meetings as requested by the PUA POCs.	TBD
9-Jan-13	MPC Support	<p><b>Mid-Term Planning Conference</b></p> <ul style="list-style-type: none"> <li>Develop draft Exercise Plan (ExPlan)</li> <li>Develop draft Master Scenario Events List (MSEL) using locally preferred MSEL tool (e.g., HSEEP Toolkit MSEL Builder, WebEOC, Access Database, or Excel File)</li> <li>Develop draft Controller and Evaluator (C/E) Handbook</li> <li>Coordinate logistics for MPC (e.g., location, food/refreshments, signage, sign-in sheets, supplies)</li> <li>QA MPC Materials (e.g., Agenda, ExPlan, MSEL, C/E Handbook, evaluation guides)</li> <li>Send Read Ahead Package to PUA PM for review</li> <li>Send Read Ahead Package to EPT</li> <li>Facilitate MPC</li> <li>Develop, QA, and distribute meeting minutes</li> </ul>	John Porter Theresa Hutchison
15-Jan-13	Project Management	Update HSEEP Toolkit NEXS/DDS, as applicable	John Porter
15-Jan-13	Project Management	Submit Monthly Status Report to PUA PM, highlighting the relationship of project scope vs. actual and projected spending to date; projected spending for the next 30 days; and any deviations of project scope, timelines, and deliverables.	John Porter
February 2013	County & Discipline Meeting	Support monthly county and discipline-specific meetings as requested by the PUA POCs.	TBD



Estimated Date	Task	Sub-Tasks/Deliverables	Tentative Staff Assignment
13-Feb-13	Regional Planning Meeting	<b>Monthly Regional Exercise Planning Meeting.</b> <ul style="list-style-type: none"> <li>Develop and QA Read Ahead Materials for Regional Planning Meeting (e.g., PPT, agenda, etc.)</li> <li>Coordinate logistics for Regional Planning Meeting (e.g., location, sign-in sheets, supplies)</li> <li>Send Read Ahead Package to PUA PM for review</li> <li>Send Read Ahead Package to EPT</li> <li>Facilitate Regional Planning Meeting</li> <li>Develop, QA, and distribute meeting minutes</li> </ul>	John Porter Theresa Hutchison
14-Feb-13	Assumptions Workshop Support	<b>Conduct Assumptions Workshop.</b> <ul style="list-style-type: none"> <li>Coordinate logistics (e.g., location, food/refreshments, signage, sign-in sheets, supplies)</li> <li>Develop and QA Situation Manual (SitMan) or Player's Handbook, and any additional workshop materials (e.g., Agenda, PPT, registration materials, etc.)</li> <li>Develop and QA Invitations and Online Registration System</li> <li>Send materials for Assumptions Workshop to PUA PM for review</li> <li>Facilitate Assumptions Workshop</li> <li>Develop Quick-look report (e.g., Initial summary of Areas for Improvement and Strengths)</li> <li>Develop and QA Assumptions Workshop Report</li> </ul>	John Porter Theresa Hutchison Gregg Shankle
15-Feb-13	Project Management	Submit Monthly Status Report to PUA PM, highlighting the relationship of project scope vs. actual and projected spending to date; projected spending for the next 30 days; and any deviations of project scope, timelines, and deliverables.	John Porter
22-Feb-13	Project Management	<ul style="list-style-type: none"> <li><b>Submit Invoice for 60% level of effort (LOE) Estimated amount \$26,973.96</b></li> <li><b>Submit Subconsultant Payment and Utilization Reports</b></li> </ul>	John Porter
March 2013	County & Discipline Meeting	Support monthly county and discipline-specific meetings as requested by the PUA POCs.	TBD
13-March-13	MSEL Conference Support	<b>MSEL Conference (MSEL-C)</b> <ul style="list-style-type: none"> <li>Develop and QA draft MSEL using locally preferred tool</li> <li>Confirm logistics for MSEL-C (e.g., location, food/refreshments, signage, sign-in sheets, supplies)</li> <li>Send Read Ahead Package to PUA PM for review</li> <li>Send Read Ahead Package to EPT</li> <li>Facilitate MSEL Conference</li> <li>Develop, QA, and distribute meeting minutes</li> </ul>	Theresa Hutchison Gregg Shankle
15-Mar-13	Project Management	Submit Monthly Status Report to PUA PM, highlighting project scope vs. actual and projected spending; projected spending for the next 30 days; and any deviations of project scope, timelines, and deliverables.	John Porter





Estimated Date	Task	Sub-Tasks/Deliverables	Tentative Staff Assignment
April 2013	County & Discipline Meeting	Support monthly county and discipline-specific meetings as requested by the PUA POCs.	TBD
10-April-13	FPC Support	<b>Conduct FPC</b> <ul style="list-style-type: none"> <li>Revise and finalize ExPlan</li> <li>Revise and finalize MSEL using locally preferred tool</li> <li>Revise and finalize C/E Handbook</li> <li>Confirm logistics for FPC (e.g., location, food/refreshments, signage, sign-in sheets, supplies)</li> <li>QA FPC Materials (e.g., Agenda, ExPlan, MSEL, C/E Handbook, evaluation guides)</li> <li>Send Read Ahead Package to PUA PM for review</li> <li>Send Read Ahead Package to EPT</li> <li>Facilitate FPC</li> <li>Develop, QA, and distribute meeting minutes</li> </ul>	John Porter Theresa Hutchison
15-Apr-13	Project Management	Submit Monthly Status Report to PUA PM, highlighting the relationship of project scope vs. actual and projected spending to date; projected spending for the next 30 days; and any deviations of project scope, timelines, and deliverables.	John Porter
22-Apr-13	Project Management	<ul style="list-style-type: none"> <li><b>Submit Invoice for 80% level of effort (LOE) Estimated amount \$26,973.96</b></li> <li><b>Submit Subconsultant Payment and Utilization Reports</b></li> </ul>	John Porter
22-Apr-13	Project Management	Update HSEEP Toolkit NEXS/DDS, as applicable. Create exercise in HSEEP Toolkit Corrective Actions Program (CAP) system.	John Porter
May 2013	County & Discipline Meeting	Support monthly county and discipline-specific meetings as requested by the PUA POCs. Provide players briefings, as applicable and requested by the PUA PM.	TBD
8-May-13	Regional Planning Meeting	<b>Monthly Regional Exercise Planning Meeting.</b> <ul style="list-style-type: none"> <li>Develop and QA Read Ahead Materials for Regional Planning Meeting (e.g., PPT, agenda, etc.)</li> <li>Coordinate logistics for Regional Planning Meeting (e.g., location, sign-in sheets, supplies)</li> <li>Send Read Ahead Package to PUA PM for review</li> <li>Send Read Ahead Package to EPT</li> <li>Facilitate Regional Planning Meeting</li> <li>Develop, QA, and distribute meeting minutes</li> </ul>	Theresa Hutchison Gregg
15-May-13	Project Management	Submit Monthly Status Report to PUA PM, highlighting the relationship of project scope vs. actual and projected spending to date; projected spending for the next 30 days; and any deviations of project scope, timelines, and deliverables.	John Porter



Estimated Date	Task	Sub-Tasks/Deliverables	Tentative Staff Assignment
21-May-13	Exercise Conduct Support	<p><b>Exercise Conduct (May 21-23)</b></p> <ul style="list-style-type: none"> <li>• Coordinate logistics for Simulation Cell (e.g., location, technical needs, communication needs, staffing needs, supplies), as appropriate for Exercise Conduct</li> <li>• Support recruitment of local Victim/Actors (e.g., Nursing/EMT schools, local area VOADs, Fire/Law Enforcement Academies), as appropriate for Exercise Conduct</li> <li>• Finalize ExPlan, MSEL, C/E Handbook, and evaluation guides per discussions at FPC/Regional Exercise Planning Meetings</li> <li>• Coordinate logistics for Exercise Conduct (e.g., location, food/refreshments, signage, participant feedback forms, sign-in sheets, supplies)</li> <li>• Develop Training Materials for C/E Training, Player's Briefing, Victim/Actors Briefing</li> <li>• Develop Badges, Victim/Actor Symptom Cards and Signage for Exercise Conduct</li> <li>• Facilitate Training for Exercise Controllers and Evaluators. Distribute Exercise Materials (e.g., ExPlan, MSEL, C/E Handbook, EEGs)</li> <li>• Set-up SIMCELL and Exercise Location</li> <li>• Facilitate Training for Victim/Actor Briefing, and coordinate Moulague, as needed</li> <li>• Facilitate Player's Briefing</li> <li>• Support FSE conduct with controllers</li> <li>• Facilitate Player's Hotwash, collect participant Feedback Forms.</li> <li>• Facilitate C/E Debriefing, collect evaluators notes and observations</li> <li>• Develop and QA Quick Look Report</li> </ul>	John Porter Theresa Hutchison Gregg Shankle
14-Jun-13	Project Management	Submit Monthly Status Report to PUA PM, highlighting the relationship of project scope vs: actual and projected spending to date; projected spending for the next 30 days; and any deviations of project scope, timelines, and deliverables.	John Porter
26-Jun-13	AAC Support	<p><b>Conduct After Action Conference</b></p> <ul style="list-style-type: none"> <li>• Coordinate logistics for AAC (e.g., location, food/refreshments, signage, sign-in sheets, supplies)</li> <li>• Develop and QA draft After Action Report (AAR)</li> <li>• Submit draft AAR to PUA PM for review</li> <li>• Submit draft AAR to EPT</li> <li>• Facilitate AAC and capture AAR review comments from the EPT and identify key elements to develop Improvement Plan</li> <li>• Incorporate AAR comments into AAR</li> <li>• Input Improvement Plan elements into the HSEEP Toolkit CAP System</li> </ul>	John Porter Theresa Hutchison



3-Jul-13	Project Management	<ul style="list-style-type: none"> <li>• Submit Final AAR/IP to PUA PM</li> <li>• <b>Submit Invoice for 100% level of effort (LOE) Estimated amount \$26,973.96</b></li> <li>• <b>Submit Subconsultant Payment and Utilization Reports</b></li> </ul>	John Porter
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\*Bold item represent critical deliverables and major planning events



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

CONTRACT NO. 30002802

SHORT TITLE OF WORK PROJECT:  
Designing, Conducting and Evaluating an Emergency Response Exercise

This contract is between the City of Portland ("City," or "Bureau") and Chinook Prevention and Preparedness Group, LLC, hereafter called Contractor. The City's Project Manager for this contract is Scott Porter.

**Effective Date and Duration**

This contract shall become effective on August 8, 2012. This contract shall expire, unless otherwise terminated or extended, on July 31, 2013.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed \$134,870 for accomplishment of the work.  
 (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

**CONTRACTOR DATA AND CERTIFICATION**

Name (please print): Chinook Group, LLC  
 Address: 4021 South Skyline Drive, Evergreen, CO 80439  
 Employer Identification Number (EIN) 45-2815249  
 [INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]  
 City of Portland Business License # 741272  
 Citizenship: Nonresident alien  Yes  No  
 Business Designation (check one):  Individual  Sole Proprietorship  Partnership  Corporation  
 Limited Liability Co (LLC)  Estate/Trust  Public Service Corp.  Government/Nonprofit

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.

**TERMS AND CONDITIONS**

**1. Standard of Care:** Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

**2. Effect of Expiration**

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

**3. Order of Precedence**

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

**4. Early Termination of Contract**

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

### 5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

### 6. Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

### 7. Compliance with Applicable Law

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

### 8. Indemnification for Property Damage and Personal Injury

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

### 9. Insurance

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

(a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

(b) Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by operating Bureau X

Waived by operating Bureau Director or designee     

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

Required by operating Bureau X

Waived by operating Bureau Director or designee     

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

Required by operating Bureau X

Waived by operating Bureau Director or designee     

(e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 30 days written notice from the Contractor or its insurer(s) to the City.

(f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

### 10. Ownership of Work Product

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the

Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

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

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

**12. Equal Benefits**

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

**13. Successors in Interest**

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

**14. Severability**

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

**15. Waiver**

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

**16. Errors**

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

**17. Governing Law/Venue**

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

**18. Amendments**

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

**19. Business License**

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

**20. Prohibited Conduct**

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

**21. Payment to Vendors and Subcontractors**

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

**22. Access to Records**

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

**23. Audits**

(a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in

accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

(b) If an audit discloses that payments to the Contractor exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

**24. Electronic Signatures**

The City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**25. Merger Clause**

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

**26. Dispute Resolution/Work regardless of disputes**

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

**27. Progress Reports: /\_X\_/ Applicable /\_\_\_/ Not Applicable**

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

**28. Contractor's Personnel: /\_X\_/ Applicable /\_\_\_/ Not Applicable**

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

**29. Subcontractors**

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

**30. Third Party Beneficiaries**

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

**31. SPECIAL PROVISIONS, UASI GRANT-FUNDED ACQUISITIONS**

For any Statements of work that utilize UASI grant funding, the following terms and conditions shall apply.

(a) All publications and printed deliverables produced under this Contract shall prominently contain the following statement: "This document was prepared under a grant from the Office of Grants and Training, United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position of policies of the Office of Grants and Training or the U.S. Department of Homeland Security."

(b) Contractor shall be accountable for and shall repay any overpayment, audit disallowance, or any other breach of Contract that results in a debt owed to the City or the Federal Government.

(c) Contractor shall, upon specific request from the City or the Office For Domestic Preparedness, agree to cooperate with the Office for Domestic Preparedness in any preparation by the Office for Domestic Preparedness of a national or program environmental assessment of the funded program or activity or the Services provided under this Agreement.

**STATEMENT OF THE WORK  
AND PAYMENT SCHEDULE**

**SCOPE OF WORK**

Please see attached:

Exhibit A: Scope of Work

Exhibit B: Project Schedule and Deliverables

**CONTRACTOR PERSONNEL**

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

NAME	ROLE ON PROJECT
John Porter	Program Manager
Kristen Porter	Contracts Administrator, Quality Assurance, Administration
Gregg Shankle	Planning Team Lead
Dan Nibouar	Planning Team
John Sylvester	Planning Team
Erin Cullen	Planning Team
Randy Hansen	SME
Tim Birr	SME

**SUBCONTRACTORS**

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

NAME	ROLE ON PROJECT
Homeland Consulting Solutions – Theresa Hutchinson	Project Manager
SRA International - Walt Kaplan	SME
SRA International - Glenn Epler	SME
SRA International - Greg Frey	Administration

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**

The maximum that the Contractor can be paid on this contract is \$134,870 (hereafter the “not to exceed” amount.). The “not to exceed” amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Contractor may be less than that amount.

The Contractor is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Contractor based on these invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Contractor remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s bills previously submitted for acceptable work performed and approved.



PAYMENT TERMS: Net 30 Days

#### Hourly Rates

The billing rates shall not exceed those set forth below

PERSONNEL	HOURLY RATE
John Porter	\$90.00
Theresa Hutchinson	\$70.00
Kristen Porter	\$60.00
Gregg Shankle	\$70.00
Dan Nibouar	\$80.00
John Sylvester	\$70.00
Erin Cullen	\$60.00
Walt Kaplan	\$80.00
Glenn Epler	\$150.00
Randy Hansen	\$100.00
Tim Birr	\$80.00
Greg Frey	\$60.00

#### Standard Reimbursable Costs

##### Travel Reimbursement

Contractor may be reimbursed, upon advance written approval by authorized City personnel, for certain expenses incurred in connection with personnel assigned to provide services for the City on the City's Site. All invoices shall be accompanied by original receipts and any additional backup that may be appropriate, and required by the City. Reimbursement will be made based on the following guidelines:

- Commercial Air Travel. Commercial air travel reservations are to be arranged based on the lowest coach fare available within a reasonable time frame surrounding the desired arrival or departure time. The City shall reimburse Contractor for one round trip to the subject work location, unless otherwise agreed to by the City in writing. When possible, air travel arrangements should be reserved at least twenty-one (21) days in advance. Direct billing for commercial air travel is NOT permitted; however, City may elect to arrange travel reservations on behalf of Contractor's personnel. Weekend travel is not reimbursable, unless otherwise agreed to by the City's Project Manager in writing. In the event weekend travel is reimbursed, such reimbursement shall be made based on an amount up to and in lieu of any authorized per diem amounts and, if applicable, any other daily expense reimbursement.
- Rental Cars - Surface Transportation. Vehicle rental will be reimbursed based on a minimum ratio of one (1) compact auto per two (2) Contractor's personnel. Reimbursement for vehicle rental will not be approved for Contractor's personnel falling below that ratio. Cost for additional insurance is not reimbursable, nor will reimbursement be permitted for fuel obtained at a vehicle rental agency. City does not assume any liability of any type in connection with rental vehicles reserved or operated by Contractor's personnel. Direct billing for rental vehicles is not permitted. If the City's Project Manager elects to provide a per diem for auto rental, such per diem shall be the same per diem as allowed for City employees.
- Lodging. Contractor shall arrange for their own lodging if required, and approved in writing by the City. The City will reimburse Contractor per individual for daily lodging expenses based on GSA per diem rates; such per diem shall be the same per diem as allowed for City employees. GSA per diem rates can be found at the U.S. General Services Administration website: <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>.
- Per Diem. The City will provide a Per Diem for each full day (eight hours) worked for Contractor's personnel assigned to deliver services. The per diem rate will be the same as the one published on the U.S. General Services Administration website, identified as the Meal and Incidental Expenses (M&IE) for the Portland, Oregon area.
- Personal Entertainment. Expenses incurred for personal entertainment while traveling on the City business are not reimbursable. Personal entertainment includes items such as in-room movie charges, sightseeing, attendance at sporting events, reading materials, birthday gifts, haircuts, etc.

##### Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the contract;
- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

#### **Progress Payments**

Contractor shall submit to the City's Project Manager invoices for work performed by the Contractor for completed milestones identified in Exhibit B. Invoices shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable. The Project Coordinator shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the City to Contractor.

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_ Entity \_\_\_\_\_

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

- 1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

7/30/2012

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:

- X 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;
X 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;
X 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;
X 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
X 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

7/27/12
Date

CONTRACTOR SIGNATURE:

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

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

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Chinook Prevention and Preparedness Group

BY:  Date: 7/27/12

Name: Kristen M. Porter

Title: CEO

Contract No. 30002802

Contract Title: Designing, Conducting and Evaluating an Emergency Response Exercise

CITY OF PORTLAND SIGNATURES:

By: N/A Bureau Director Date: \_\_\_\_\_

By: \_\_\_\_\_ Chief Procurement Officer Date: \_\_\_\_\_

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

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

Approved as to Form: \_\_\_\_\_  
By: \_\_\_\_\_ Office of City Attorney Date: 7-9-12

CITY ATTORNEY  
*[Signature]*  
APPROVED AS TO FORM



# CERTIFICATE OF LIABILITY INSURANCE

185554  
DATE (MM/DD/YYYY)

07/31/2012

PRODUCER Phone: (303) 674-9494 Fax: (303) 679-0607 <b>EVERGREEN INSURANCE AGENCY, INC.</b> 1301 BERGEN PARKWAY, SUITE D EVERGREEN CO 80439		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>INSURED</b> <b>CHINOOK ENTERPRISES, LLC</b> DBA CHINOOK PREVENTION AND PREPAREDNESS GROUP, LLC 4021 SOUTH SKYLINE DRIVE EVERGREEN CO 80439		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Hiscox 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	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	YES	GENERAL LIABILITY	MPL 1279961	07/30/12	07/30/13	EACH OCCURRENCE \$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
		<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED. EXP (Any one person) \$ 5,000	
		<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY				PERSONAL & ADV INJURY \$ 1,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 1,000,000	
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000	
						Professional Lia \$ 1,000,000	
A	YES	AUTOMOBILE LIABILITY	MPL 1279961	07/30/12	07/30/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$	
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$	
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$	
						AUTO ONLY: AGG \$	
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$	
						\$	
		DEDUCTIBLE				\$	
		RETENTION \$				\$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/>			OTHER	
						E.L. EACH ACCIDENT \$	
						E.L. DISEASE-EA EMPLOYEE \$	
						E.L. DISEASE-POLICY LIMIT \$	
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS  
 CERTIFICATE HOLDER ADDED AS ADDITIONAL INSURED ONLY AS THEIR INTERESTS MAY APPEAR.

<b>CERTIFICATE HOLDER</b> Portland Bureau of Emergency Management 1001 SW 5th Avenue, Suite 650 Portland, OR 97204 f: (503) 823-3903	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 Mark E. Wardlow
--	--

APPROVED AS TO FORM  
 Attention: Valentine Helfman  
 ACORD 25 (2009/01) Certificate # 280  
 The ACORD name and logo are registered marks of ACORD © 1988-2009 ACORD CORPORATION. All rights reserved.  
 CITY ATTORNEY