

EXHIBIT A

186234

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

CONTRACT NUMBER 30002657

SHORT TITLE OF WORK PROJECT:  
ON-CALL SERVICES: MEETING FACILITATION FOR PLANNING AND POLICY DEVELOPMENT PROCESSES

This contract is between the City of Portland ("City," or "Bureau") and Smiley Joe, LLC, dba Decisions Decisions, hereafter called Contractor. The City's Contract Manager for this contract is Eric Engstrom.

**Effective Date and Duration**

This contract shall become effective on May 10, 2012. This contract shall expire, unless otherwise terminated or extended, on June 30, 2014.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed \$50,000.00 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): Smiley Joe, LLC, dba Decisions Decisions  
Address: 1001 SE Water Avenue, Portland OR 97214 (503-249-0000)  
Employer Identification Number (EIN) 26-1878955  
[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]  
City of Portland Business License # 136439  
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     

Waived by operating Bureau Director or designee X

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

#### 10. Ownership of Work Product

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

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

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

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

**12. Equal Benefits**

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

**13. Successors in Interest**

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

**14. Severability**

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

**15. Waiver**

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

**16. Errors**

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

**17. Governing Law/Venue**

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

**18. Amendments**

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

**19. Business License**

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

**20. Prohibited Conduct**

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

**21. Payment to Vendors and Subcontractors**

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

**22. Access to Records**

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

**23. Audits**

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

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

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

#### 24. Electronic Signatures

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

#### 25. Merger Clause

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

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

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

#### 27. Progress Reports: ☐ / Applicable ☒ / Not Applicable

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

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

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

#### 29. Subcontractors

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

#### 30. Third Party Beneficiaries

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

---

### STATEMENT OF THE WORK AND PAYMENT SCHEDULE

#### SCOPE OF WORK

The City has established on-call contracts with three contractors to perform professional, technical and expert (PTE) services to assist the Bureau of Planning and Sustainability (BPS) plan, coordinate and facilitate public discussions and report on meetings and events in the next two years. Services will be requested as the need arises. For this contract, there is no guarantee of work to be assigned or that the total dollar amount may be reached.

#### Contractor's Work

Contractor shall provide the following general services:

1. Assist in planning, designing and coordinating events and meetings.
2. Facilitate meetings, workshops, urban design charrettes and other events to collect input or engage participants in collaborative problem-solving that may involve conflict and controversy.
3. Provide conflict resolution services.
4. Produce written meeting or event agendas, minutes and summaries that may include graphics.
5. Analyze and report events and outcomes that effectively summarize input and communicate agreements reached by meeting participants.
6. Submit reports, billing statements and work products electronically in a mutually-agreed upon format prior to submittal. Any requested hard-copy reports shall be printed double-sided and in bindings or report covers that are fully recyclable.

Contractor shall assist BPS with update of the City's Comprehensive Plan by facilitation of meetings covering the following topics:

1. Community Involvement;
2. Neighborhood Centers;
3. Economic Development;
4. Watershed Health and Environment;
5. Transportation Networks;
6. Residential Development and Compatibility; and
7. Infrastructure Equity.

#### Task Orders

No work shall be authorized without a written and signed Task Order. The Task Order will define the scope of work, the schedule, and the total cost for that Task Order. Task Orders shall provide a not-to-exceed amount and may provide for billings based on hourly rates or an agreed-upon fixed price for specified tasks. Contractor is solely responsible for any expenses not authorized in writing by the City. A sample Task Order is included as Exhibit A.

Contractor must be able to start work per the Task Order no later than seven (7) calendar days from the date of the Notice to Proceed as projects often require work with short deadlines. If Contractor is unable or unwilling to complete the project within the required time, Contractor shall so state in writing to the BPS Contract Manager and shall forfeit the opportunity to perform the requested task.

#### Work Performed by the City

BPS Contract Manager will assign a Task Order manager to develop and oversee each Task Order under the contract and provide support as needed. Specific duties BPS will perform include:

- BPS staff will be available for sufficient number of hours to meet with Contractor and provide necessary information as required.
- BPS staff will provide a scope of work, meeting details and information about necessary actions or issues, and estimated timeline before work commences.
- BPS staff will review and approve all materials before posting to the web and/or presenting to the public.
- BPS staff will coordinate internal staff reviews as needed.
- BPS staff will provide copying, printing, translation/interpretation, graphics, refreshments, equipment, facilities and/or other contracted services as needs arise and if agreed upon by BPS and Contractor in Task Orders.

#### CONTRACTOR PERSONNEL

The Contractor shall assign the following personnel as required to do the work in the capacities designated, as determined by Task Orders:

NAME	ROLE ON PROJECT
Joe Hertzberg	Contractor Team Leader
Allison Handler	Planning and Policy Development Facilitation Assistance
Carri Munn	Planning and Policy Development Facilitation Assistance

#### SUBCONTRACTORS

The Contractor shall assign the following subcontractors as required to perform work in the capacities designated, as determined by Task Orders:

NAME	ROLE ON PROJECT
Tony DeFalco	Planning and Policy Development Facilitation Assistance
Dena Marshall	Planning and Policy Development Facilitation Assistance
Arty Trost	Planning and Policy Development Facilitation Assistance

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 \$ 50,000.00 (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:

Joe Hertzberg	\$225
Carri Munn	\$160
Allison Handler	\$160
Dena Marshall	\$160
Tony DeFalco	\$135
Arty Trost	\$225
Administrative Assistance	\$75

**Standard Reimbursable Costs**

The following costs may be reimbursed as agreed upon in Task Orders:

Travel (\$0.51 per mile or cost)  
 Data and Equipment  
 Postage & Delivery  
 Printing (\$0.10 b/w; \$0.25 color)  
 Storage Media (\$0.30 CD, \$0.80 DVD)  
 Publications  
 Supplies  
 Telephone/Conference Calls

However, in no case will total compensation for all reimbursable costs and hours worked exceed the total listed above. At all times City and Contractor will strive to rely on electronic communications, alternative modes of travel and paperless technologies where practicable and as agreed upon in Task Orders.

**Subconsultant Costs**

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant.

**Progress Payments**

On or before the 15th of each month, the Contractor shall submit to the City's Task Order Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable. The Project Coordinator shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

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

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

## INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

## SECTION A

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

Contractor Signature

Date

5.9.12

Entity

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

## SECTION B

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

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

City Project Manager Signature

Date

## SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- ☐ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- ☐ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- ☐ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- ☐ D. Labor or services are performed only pursuant to written contracts;
- ☐ E. Labor or services are performed for two or more different persons within a period of one year; or
- ☐ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor

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.

Smiley Joe LLC, dba Decisions Decisions

BY: \_\_\_\_\_

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

Name: Marc Smiley

Title: Partner



186234

# CITY OF PORTLAND, OREGON

Contract No. 30002657Amendment/Change Order No. 0Contract Description: ON-CALL FACILITATION SERVICES

## CITY OF PORTLAND SIGNATURES:

By: N/A

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

Bureau Director

By: Celeste JDate: 06/05/2012

Purchasing Agent

By: N/A

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

Elected Official

Approved:

By: D. BilgiDate: 06/11/2012

Office of the City Auditor

Approved as to Form:

By: John F. AllenDate: 05/25/2012

Office of City Attorney

**TASK ORDER**

Task Order No. \_\_\_\_

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

The Contract by and between \_\_\_\_\_, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City, provides for \_\_\_\_\_ on-call services.

As directed in the Contract, this executed Task Order directs Contractor to perform the services as outlined below:

This Task Order shall require the Contractor to perform the above services as directed in the Contract. These tasks will be performed by personnel listed below and shall take approximately \_\_\_\_\_ hours

**CONTRACTOR PERSONNEL**

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

CONTRACTOR PERSONNEL NAME	ROLE ON PROJECT

**SUBCONTRACTORS**

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

SUBCONTRACTOR BUSINESS NAME	ROLE ON PROJECT

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>.

**DELIVERABLES AND SCHEDULE****COMPENSATION**

The maximum compensation relating to these services shall not exceed \$\_\_\_\_\_ unless authorized by a written Amendment to the Task Order. The hourly rates shall be as indicated in the Contract.

The Chief Procurement Officer shall approve all task orders and task order amendments in the following scenarios:

- 1) When amending the task order to increase compensation is greater than 25% of the original task order amount, OR
- 2) When a task order exceeds \$50,000 in total compensation.

All provisions of the original Contract shall remain in full force and effect.

In witness hereof, the parties have duly executed this Task Order as of the date written below.

CONTRACTOR:

BY: \_\_\_\_\_

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

CITY OF PORTLAND:

BY: \_\_\_\_\_

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

**Exhibit B**AMENDMENT NUMBER 1CONTRACT NUMBER 30002657

FOR

**On-Call Services: Meeting Facilitation for Planning and Policy Development Processes**

This Contract was made and entered by and between Smiley Joe LLC DBA Solid Ground Consulting hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. Contractor has established a new business name, Solid Ground Consulting to replace former business name Decisions Decisions. The employee Identification Number (EIN) and City's Vendor Number 111966 in SAP remain the same.
2. Additional work is necessary as described in the Scope of Work because the work assigned under existing Task Orders is taking longer than anticipated and additional hours are required in FY 2013-2014.
3. Additional compensation is necessary and shall not exceed \$10,000.

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

**CONTRACTOR SIGNATURE:**

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

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

Smiley Joe LLC dba Solid Ground Consulting

By: Date: 5/14/13Name: Joe HertzbergTitle: PrincipalAddress: 516 SE Morrison, Suite 400, Portland OR 97214Telephone: 503-249-0000



186234

# CITY OF PORTLAND, OREGON

Contract No. 30002657Amendment/Change Order No. 1Contract Description: ON-CALL FACILITATION SERVICES

## CITY OF PORTLAND SIGNATURES:

By: N/A

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

Bureau Director

By: D. J. GibsonDate: 06/07/2013

Purchasing Agent

By: N/A

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

Elected Official

Approved:

By: D. BilyDate: 06/10/2013

Office of the City Auditor

Approved as to Form:

By: Mr. ZellerDate: 06/04/2013

Office of City Attorney

# Exhibit C

186234

AMENDMENT NUMBER 2

CONTRACT NUMBER 30002657

FOR

**On-Call Services: Meeting Facilitation for Planning and Policy Development Processes**

This Contract was made and entered by and between Smiley Joe LLC DBA Solid Ground Consulting hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. Contractor has established a new business name, Solid Ground Consulting to replace former business name Decisions Decisions. The employee Identification Number (EIN) and City's Vendor Number 111966 in SAP remain the same.
2. Additional work is necessary as described in the Scope of Work because the work assigned under existing Task Orders is taking longer than anticipated and additional hours are required through December 31, 2014.
3. Additional compensation is necessary and shall not exceed \$20,000.

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

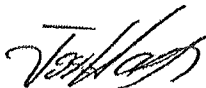
## CONTRACTOR SIGNATURE:

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

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

Smiley Joe LLC dba Solid Ground Consulting

By:



Date: 8-20-2013

Name: Joe Hertzberg

Title: Principal

Address: 516 SE Morrison St. Suite 400, Portland OR 97214

Telephone: 503-249-0000

Contract Number: 30002657Amendment Number: 2Contract Title: On-Call Services: Meeting Facilitation for Planning and Policy Development Processes

## CITY OF PORTLAND SIGNATURES:

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

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

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

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

Approved:

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

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

Approved as to Form:

APPROVED AS TO FORM

By: \_\_\_\_\_  
Office of City Attorney

CITY ATTORNEY

Date: 8/19/13