

## IMPACT STATEMENT

**Legislation title:** \* Amend a contract with Sierra Training Associates in the amount of \$52,400 to provide additional Communications Training services. (Ordinance; amend Contract No. 30003712)

**Contact name:** Kim Garcia  
**Contact phone:** (503) 823-0763  
**Presenter name:** Captain Bryan Parman

### **Purpose of proposed legislation and background information:**

On September 27, 2013, the City entered into a contract with Sierra Training and Associates to provide specific training to equip officers and recruits with the necessary skills to successfully incorporate non-verbal communication into their duties. The training has been successful and the bureau wishes to add two additional cohorts to the scope of the existing contract.

Additional Communications Training services are required for two additional cohorts. The Police Bureau recommends that Contract No. 30003712 with Sierra Training Associates be amended to increase the compensation by \$52,400.

The additional compensation under this amendment is 54% of the original compensation amount of \$97,600, which requires an Ordinance under City Code. The new not-to-exceed amount of the Contract is \$150,000.

### **Financial and budgetary impacts:**

The additional cost to this agreement is \$52,400. These funds are appropriated in the Police Bureau's FY 2014-15 Adopted Budget.

No additional positions will be created by this legislation.

No additional positions will be created in future years by this legislation.

### **Community impacts and community involvement:**

This legislation is to provide additional communications training to Portland police officers, which the public has been very supportive of.

### Budgetary Impact Worksheet

Does this action change appropriations?

- YES: Please complete the information below.  
 NO: Skip this section

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

**AMENDMENT NUMBER 1**

**CONTRACT NUMBER 30003712**

**FOR**

**Police Bureau Communications Training**

This Contract was made and entered by and between Sierra Training Associates, Inc., 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. Additional work is necessary as described in the Scope of Work as follows: Two additional Police Bureau cohorts will now attend this Communications Training.
2. Completion of these two cohorts will fulfill the obligations of the contract and amendment.
3. Additional compensation is necessary and shall not exceed \$52,400. The new contract not to exceed amount is \$150,000.

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

**CONTRACTOR SIGNATURE**

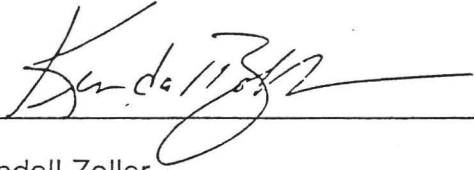
This contract amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same contract amendment.

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

**Contractor Name:** Kendall Von Zoller DBA Sierra Training Associates, Inc

**Address:** 24645 Foresthill Road  
Foresthill, CA 95631

**Telephone:** (530) 333-3349

Signature:  Date: 11/26/14

Name: Kendall Zoller

Title: \_\_\_\_\_

Contract Number: 30003712

Amendment Number: 1

Contract Title: Police Bureau Communications Training

**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: 12/5/10

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

CONTRACT NUMBER: 30003712

TITLE OF WORK PROJECT  
Police Bureau Communications Training

This contract is between the City of Portland ("City," or "Bureau") and Sierra Training Associates, Inc., hereafter called Consultant. The City's Project Manager for this contract is Capt. Bryan Parman.

**Effective Date and Duration**

This contract shall become effective on September 27<sup>th</sup>, 2013. This contract shall expire, unless otherwise terminated or extended, on June 30, 2016.

**Consideration**

- (a) City agrees to pay Consultant a sum not to exceed \$97,600 for accomplishment of the work.  
(b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

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CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Kendall Von Zoller DBA Sierra Training Associates, Inc.

Address: 24645 Foresthill Road, Foresthill, CA 95631

Employer Identification Number (EIN): 20-5888139

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

City of Portland Business Tax Registration Number: 745780

Citizenship: USA 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.

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TERMS AND CONDITIONS

**1. Standard of Care**

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

**6. Assignment**

Consultant 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 subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

**7. Compliance with Applicable Law**

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>.

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

Consultant 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 Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant 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**

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

Required and attached or  Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required and attached or  waived by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required and attached or  waived by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Required and attached or  waived by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or



terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

**Additional Insured:** The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

**Certificate(s) of Insurance:** Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

**Subconsultant(s):** Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

#### **10. Ownership of Work Product**

All work product produced by the Consultant 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 Consultant 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 Consultant 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. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant 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 Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-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 Consultant are and will remain the exclusive property of Consultant.

#### **11. EEO Certification**

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

#### **12. Equal Benefits**

Consultant 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 Consultant 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 Tax Registration**

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

**20. Prohibited Conduct**

The Consultant 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 Subconsultants**

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

**22. Access to Records**

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

**24. Electronic Signatures**

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

**28. Consultant's Personnel: /  / Applicable /  / Not Applicable**

If applicable, the Consultant 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. Subconsultants**

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.



For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

**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**

This program aims to providing field training officers and recruits in-depth training on how mastering non-verbal skills can increase a citizens cooperation during an investigation, diffuse tense situations, improve officer safety, decrease injuries and create better community relations. Incorporating adult learning theory and Bloom's taxonomy, the method of training will be a 5 day 8 hour course given over the course of three months with intensive coaching for officers that will become advanced communication training officers within the organization. The initial training will be conducted over two days with a month of implementation, then a one day refresher with another month of implementation and then finally a two day class to assess where the students are at.

This will be accomplished as follows:

**Field Training Officer (FTO) Training**

1. Initial Ride-a-long to collect data, inform curriculum design, and set a baseline for data analysis
  - a. Two 3-day ride-a-long segments
    - i. Day shift
    - ii. Swing shift
    - iii. Graveyard
  - b. Data collected for analysis
2. The project for FTOs has three outcomes:
  - a. Bringing standard levels of proficiency in communication patterns that will be taught to recruits
  - b. Develop a coaching model that supports thinking, problem solving, and implementation of the skills in the recruits
3. Stage one (January 2014-June 2014)
  - a. 20 person cohort (2 cohorts - 'treatment group')
  - b. Initial training 2x2x2
    - i. 2 days content training followed by 1 month break with homework
    - ii. 2 day training focusing on coaching for thinking followed by 1 month break with homework
    - iii. 2 day training including focus reflection, mis-steps, successes, advanced skill level
  - c. During inter-sessions FTO complete journal work, post and data will be analyzed for impact and implementation verification

**Academy Recruit Program**

- d. All recruits entering the Portland Police Bureau Academy will be trained in communication skills directed at community contacts with the goal of increasing public opinion of the PPB.
- e. Training will consist of 2 days with a 6 month gap between each class
- f. Initial training introduces the students to the seven essential abilities of effective presenters
- g. During the intersession, academy recruits will have homework that surfaces their thoughts, reflections, and frequency of use of the patterns with community contacts
- h. The second session provides advanced content to deepen skill and application
- i. A select group of recruits will be coached with the intention of PPB being self-sustaining in the continuing delivery of these skills

**CONSULTANT PERSONNEL**

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

NAME	ROLE ON PROJECT
Kendall Von Zoller	Curriculum Development, Training, and Assessment

**SUBCONSULTANTS**

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Renee J. Mitchell	Curriculum Development, Training, and assessment	\$300/hr for presenting, \$150/hr for consult/meetings/other
		\$
		\$

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

#### COMPENSATION

The maximum that the Consultant can be paid on this contract is \$97,600 (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 Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work. It is City policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant 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 Consultant's compensation will be based on the Consultant's bills previously submitted for acceptable work performed and approved.

#### PAYMENT TERMS: Net 30 Days

##### Standard Reimbursable Costs

The values given below are estimates and may not reflect exact costs of these services. The sum of services will remain at \$97,600. Contractor's hourly rates are \$300/hour for presenting material and \$150/hour for consulting, attending meetings, and other services.

FTO Training	
1. Initial ride-a-long (2 days)	\$4,000
2. Review Tapes	N/C
3. Curriculum development	\$12,000
4. Meetings with PPB staff (3 days)	\$4,500
5. Initial 2 x 2 x 2	\$34,000
6. Ride-a-long post training (2 days)	\$4,000
7. Materials (\$40/student - est. 80 students)	\$3,200
Recruit Training	
1. Curriculum Development	\$4,000
2. Initial training (8 hour)	\$7,000
3. Train Academy Instructors	\$10,000
Travel expenses based on approximately 30 days on site	
1. Airfare (8 flights)	\$3,000
2. Hotels (30 nights x 2)	\$10,000
3. Per diem (30 days @ 50)	\$1,500
4. Parking (Airport)	\$400
Reporting	
1. Benchmark reporting to PPB as needed	Included
2. Final report to PPB 2016	Included
Estimated project total	\$97,600.00

#### Progress Payments

On or before the 15<sup>th</sup> of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant 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 Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant 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 Consultant 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 Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

#### ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <http://www.portlandoregon.gov/bfs/article/409834?>

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST SIGN HERE:

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

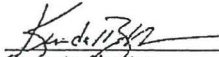
Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Entity: \_\_\_\_\_

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST COMPLETE THE FOLLOWING INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT:

As an independent contractor, I certify that I meet the following standards:

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

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

  
Contractor Signature


10/28/2013

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONTRACTOR DOES NOT HAVE WORKER'S COMPENSATION INSURANCE 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

10-30-13

Date



CONSULTANT 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 Consultant 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.

Sierra Training Associates, Inc.

BY:  Date: 10/28/2013

Name: Kendall Zoller

Title: President, Sierra Training Associates



CONTRACT NUMBER: 30003712

CONTRACT TITLE: Police Bureau Communications Training

CITY OF PORTLAND SIGNATURES:

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

By: Christine Moody Chief Procurement Officer Date: 12/13/13

By: n/a Elected Official Date: \_\_\_\_\_

Approved: \_\_\_\_\_

By: n/a Office of City Auditor Date: \_\_\_\_\_

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

By: James H. Van Dyke Office of City Attorney Date: 11/5/13

**CITY ATTORNEY**

**REFERRED TO COMMISSIONER OF  
FINANCE AND ADMINISTRATION**

**ORDINANCE No.**

\* Amend a contract with Sierra Training Associates, Inc. in the amount of \$52,400 to provide additional Communications Training services (Ordinance; amend Contract No. 30003712)

The City of Portland ordains:

Section 1. The Council finds:

1. On September 27, 2013, a contract was entered into between the City of Portland (City) and Sierra Training and Associates to provide Communications Training services.
2. The original Contract amount was \$97,600 with an expiration date of June 30, 2016.
3. Additional Communications Training services are required for two additional cohorts. The Police Bureau recommends that Contract No. 30003712 with Sierra Training Associates be amended to increase the compensation by \$52,400.
4. The additional compensation under this Ordinance, comes to \$52,400, which is 54% of the original compensation amount of \$97,600. The new not-to-exceed amount of the Contract is \$150,000.

NOW, therefore, the Council directs:

- a. The Chief Procurement Officer is authorized to amend Contract 30003712 with Sierra Training Associates for services in accordance with Amendment No. 1 attached hereto as Exhibit A.

Section 2. The Council declares that an emergency exists because delay in execution of the contract would unnecessarily interrupt the continuation of the services. Therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council:  
Mayor Charlie Hales  
Prepared by: Kim Garcia  
Date Prepared: November 21, 2014

**MARY HULL CABALLERO**  
Auditor of the City of Portland  
By

Deputy

Agenda No.  
**ORDINANCE NO.**  
Title *Inc*

\* Amend a contract with Sierra Training Associates, in the amount of \$52,400 to provide additional Communications Training services. (Ordinance; amend Contract No. 30003712)

<p align="center"><b>INTRODUCED BY</b> Commissioner/Auditor: <b>Mayor Hales</b></p>	<p>CLERK USE: DATE FILED <u>JAN 16 2015</u></p>
<p align="center"><b>COMMISSIONER APPROVAL</b></p> <p>Mayor—Finance and Administration - Hales <i>[Signature]</i></p> <p>Position 1/Utilities - Fritz</p> <p>Position 2/Works - Fish</p> <p>Position 3/Affairs - Saltzman</p> <p>Position 4/Safety - Novick</p>	<p align="center"><i>Mary Hull Caballero</i> Auditor of the City of Portland</p> <p>By: <i>[Signature]</i> _____ Deputy</p>
<p align="center"><b>BUREAU APPROVAL</b></p> <p>Bureau: Police Bureau Head: Chief Michael Reese <i>Alchie F. Nava Heredia FOR</i></p> <p>Prepared by: Kim Garcia Date Prepared: November 21, 2014</p> <p>Financial Impact &amp; Public Involvement Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/></p> <p>Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p><b>City Auditor Office Approval:</b> required for Code Ordinances</p> <p><b>City Attorney Approval:</b> required for contract, code, easement, franchise, comp plan, charter <i>67</i></p> <p>Council Meeting Date <i>January 14, 2015</i></p>	<p><b>ACTION TAKEN:</b></p> <p><b>JAN 21 2015 REFERRED TO COMMISSIONER OF FINANCE AND ADMINISTRATION</b></p>

<b>AGENDA</b>	
<p><b>TIME CERTAIN</b> <input type="checkbox"/></p> <p>Start time: _____</p> <p>Total amount of time needed: _____ (for presentation, testimony and discussion)</p>	
<p><b>CONSENT</b> <input type="checkbox"/></p>	
<p><b>REGULAR</b> <input checked="" type="checkbox"/></p> <p>Total amount of time needed: <b>3 min</b> (for presentation, testimony and discussion)</p>	

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Fritz	1. Fritz		
2. Fish	2. Fish		
3. Saltzman	3. Saltzman		
4. Novick	4. Novick		
Hales	Hales		