

**City of Portland Bureau of Fire and Police Disability and Retirement
Agenda for Regular Meeting – Board of Trustees
Tuesday, September 28, 2021 – 1:00 p.m.**

Please note, City Hall is closed to the public due to the COVID-19 Pandemic. Under Portland City Code and state law, the Board of Trustees is holding this meeting electronically. All members of the board are attending remotely. The meeting is available to the public on the City's eGov PDX channel on YouTube, Channel 30, and www.portlandoregon.gov/video

The FPDR is taking these steps as a result of the COVID-19 pandemic and the need to limit in-person contact and promote social distancing. The pandemic is an emergency that threatens the public health, safety and welfare which requires us to meet remotely by electronic communications. Thank you for your patience, flexibility and understanding as we manage through this difficult situation to do the FPDR's business.

ADMINISTRATION

The following consent item(s) are considered to be routine and will be acted upon by the Board in one motion, without discussion, unless a Board member, staff member or the public requests an item be held for discussion.

- 1 Approval of Minutes – July 27, 2021 Meeting
- 2 Introduction of Mayor's Designee/Board Chairperson

INTRODUCTION OF VISITORS

PUBLIC COMMENT PERIOD

Public comments will be heard by electronic communication (internet connection or telephone). If you wish to sign up for public comment, please register at the following link: https://us06web.zoom.us/webinar/register/WN_BZIVgGqMRkixPJQUtOjICA

You will be asked to provide your name, phone number, email address, agenda item number(s) you wish to provide comment on and zip code. After registering, you will receive a confirmation email containing information about joining the electronic/virtual meeting. Individuals will have three minutes to provide public comment unless otherwise stated at the meeting. The deadline to sign up for the September 28, 2021 electronic board meeting is Monday, September 27, 2021 at 3:00 p.m. Individuals can also provide written testimony to the Board by emailing the FPDR Director Sam Hutchison at sam.hutchison@portlandoregon.gov by September 24, 2021.

ACTION ITEMS

- 1 Resolution No. 537 – Amend Piracle, Inc. Contract
 - Issue: Piracle's contract expired on June 23, 2021.
 - Expected Outcome: Board will adopt resolution to extend contract term for one year.
- 2 Resolution No. 538 – Online Business Systems Contract
 - Issue: Online Business Systems contract will expire on October 15, 2021.
 - Expected Outcome: Board will adopt resolution to create a new contract with Online Business Systems for a five-year period and a not-to-exceed contract amount of \$750,000.
- 3 Resolution No. 539 – Administrative Rule Amendment to Section 5.7.04
 - Issue: Amendment to Section 5.7.04 as a result of the City of Portland's Vaccination Policy.
 - Expected Outcome: Board will adopt amendments proposed by staff.

INFORMATION ITEMS

The following information items do not require action by the Board and are solely for informational purposes unless a Board member, staff member or the public requests an item be held for discussion.

- 1 State of FPDR Presentation
- 2 FPDR Summary of Expenditures
- 3 FPDR Office Space
- 4 City of Portland Vaccine Mandate
- 5 FPDR Updates
- 6 Future Meeting Agenda Items

Copies of materials supplied to the Board before the meeting, except confidential items and those referred to Executive Session, are available for review by the public on the FPDR website at www.portlandoregon.gov/fpdr or at the FPDR offices located at: 1800 SW First Avenue, Suite 450, Portland, Oregon 97201. **NOTE:** If you have a disability that requires any special materials services or assistance call (503) 823-6823 at least 48 hours before the meeting.

[THE FOLLOWING SUMMARIZED MINUTES WERE CONDUCTED IN PUBLIC SESSION. THERE WERE NO PORTIONS OF THE MINUTES THAT WERE IN EXECUTIVE SESSION]

A regular meeting of the Board of Trustees of the Fire and Police Disability and Retirement Fund was called to order on the 27th day of July 2021 at 1:02 p.m. As a result of the COVID-19 pandemic and the need to limit in-person contact and promote social distancing, the meeting was held remotely via a Zoom webinar platform.

Board Members Present Included:

Josh Harwood, Chairperson
Jason Lehman, Fire Trustee
Catherine MacLeod, Citizen Trustee
James Huang, Citizen Trustee

Board Members Absent were:

Chris Kulp, Police Trustee

Also present were:

Sam Hutchison, FPDR Director
Kimberly Mitchell, FPDR Claims Manager
Stacy Jones, Deputy Director/FPDR Finance Manager
Julie Crisp, FPDR Business Systems Analyst
Julie Hall, FPDR Office Support Specialist II
Franco A. Lucchin, Sr. Deputy City Attorney
Lorne Dauenhauer, Outside Legal Counsel
Kristin Johnson, Office of Comm. Hardesty
OpenSignal Pdx

Chair Josh Harwood called the meeting to order. Chair Harwood explained that as mentioned at the last meeting, in about six weeks Chair Harwood will be leaving the City and a new chair will be appointed by the Mayor's office.

Chair Harwood also stated that there is a new citizen trustee to welcome to the board. Director Sam Hutchison introduced James Huang. Trustee Huang stated that it was a privilege to be a member of the board. Trustee Huang moved from New York City to Portland about three years

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ago to join Standard Insurance Company's law department and is currently a Second Vice President and Associate Counsel. Trustee Huang's background is securities law and regulations and how they apply to the retirement industry. Trustee Huang is looking forward to working with everyone to further the interests of the Fund while protecting the interests of the citizens of Portland.

Chair Harwood welcomed Trustee Huang and then asked for approval of the minutes.

Trustee Lehman made a motion that was seconded by Trustee Huang and unanimously passed to approve the May 25, 2021 minutes.

<i>Aye</i>	<i>Trustee Harwood, Trustee Lehman, Trustee MacLeod, Trustee Huang</i>
<i>Nay</i>	<i>None</i>
<i>Abstain</i>	<i>None</i>
<i>Absent</i>	<i>Trustee Kulp</i>

There were no General Public Comments.

Action Item No. 1 – Resolution No. 536 – Administrative Rule Amendment to Section 5.7

Director Hutchison stated that before they go over the rules regarding the heart/lung presumptions, they wanted to give the board a brief overview of the administrative rule process since there were new trustees on the board. Director Hutchison stated that the State of Oregon has a definition of administrative rules that says an administrative rule is "any agency directive, standard, regulation or statement of general applicability that implements, or interprets or prescribes law or policy, or describes the procedure or practice requirements of any agency". Director Hutchison then went over how it applies to FPDR and stated that FPDR uses it to implement and interpret Chapter 5 of the Charter, to prescribe policy for the bureau and how FPDR approaches its work, to describe procedures and practices for the administration of benefits that are defined in the Charter, for procedures and practices that members have to follow if members want to apply for benefits, and also to correct prior rules if there are any inconsistencies or if the rules are ambiguous or fail to meet the standards of the plan. Director Hutchison added that even more specific to FPDR is Section 5-202(a) of the Charter which states that the FPDR board shall have the power to prescribe rules and regulations for the administration of the plan. Director Hutchison stated that any rules for consideration come

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through the director or the bureau and provided some background for that and what the director's responsibilities were. Director Hutchison then started walking through the heart/lung presumption rules under Resolution No. 536. Because the heart/lung presumption rules are the equivalent of a Charter change, the first thing that had to be done was it had to be approved by City Council. Director Hutchison stated that City Council has the authority under Charter Section 5-403(a) to make that change and has already done so. So, under the Charter the heart/lung presumptions have been accepted and the FPDR will pay benefits accordingly and Resolution No. 536 would capture that change to the administrative rules. Director Hutchison explained that the heart/lung presumption has existed in State workers' compensation for 30 or so years and now they want it to apply to eligible FPDR firefighter's disability claims because FPDR members are not covered under State workers' compensation. Director Hutchison then shared a chart with the comparison between the State workers' compensation heart/lung presumption and Section 5-306(d) of the FPDR plan. Director Hutchison stated that the resolution basically states that FPDR is now required under state statute and Charter to administer claims under the heart/lung presumptions.

Trustee MacLeod confirmed that the presumptions are effective for claims filed after June 1, 2021 and asked if that date should be referenced in the resolution? Director Hutchison stated that the date is referenced in the Council ordinance.

Trustee Huang wanted to make sure that staff will be verifying that the firefighter will have taken the physical examinations upon becoming a firefighter as a condition of filling such a claim. Director Hutchison stated that will always be one of the tests that they will go through.

Trustee Harwood asked whether Director Hutchison had a sense of what the financial implications would be. Director Hutchison stated that they cannot predict what it would be because there might be people filing claims that have not filed claims before and many of the claims could be resolved quickly. In addition, where they may run into higher costs are catastrophic cardiac incidents or catastrophic respiratory incidents or wildly out of control blood pressure or hypertension. Director Hutchison also stated that one of the things that can also increase the costs are claims where someone is on medication that may need to be taken for their lifetime.

Trustee MacLeod stated that in their work they have been asked over the last ten years by other states and agencies that have had these kinds of statutes and it's very difficult to do actuarial

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projections on it because from a pure projected claims point of view we could see claims increasing ten-fold from some of these things but then they monitored some of those situations and expected a huge emergence of claims coming through and it just wasn't seen. Trustee MacLeod added that in that situation it was not clear whether the rank and file were just not fully aware of the potential for filing a claim or whether or not things resolved more quickly as Director Hutchison alluded to but being able to put your finger on it can be a challenge.

Trustee MacLeod made a motion that was seconded by Trustee Huang and unanimously passed to approve Resolution No. 536.

<i>Aye</i>	<i>Trustee Harwood, Trustee Lehman, Trustee MacLeod, Trustee Huang</i>
<i>Nay</i>	<i>None</i>
<i>Abstain</i>	<i>None</i>
<i>Absent</i>	<i>Trustee Kulp</i>

Information Item No. 1 - FPDR Summary of Expenditures

FPDR Deputy Director/Finance Manager Stacy Jones (Stacy) went over the Expenditure Summary and stated that when the summary was provided to the board a couple of weeks back, they had not yet closed June (the fiscal year runs July 1 through June 30), so what they are looking at is just through May. In particular, Stacy stated that the report does not give the whole picture of their PERS contribution expenses and that is just because both Police and Fire got behind in their billings this year. However, the board will get a full report on how expenses and revenues look for the whole fiscal year at the September meeting. Stacy added that just to give the board a little preview, they did finish the year within budget in all categories which is a good thing because it is against Oregon statutes not to do that. Stacy added that they were right to increase the pension and disability budget in the spring budget adjustment because if they had not done that, they would have overspent both budgets slightly. Stacy also stated that another notable thing is that they got a nice June tax turnover so wound up with \$168 million in property tax revenue which is about \$2 million more than they had budgeted so that shows the compression and delinquency losses were maybe not quite as bad as they feared. Otherwise, Stacy stated that everything looks good.

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Information Item No. 2 – FPDR Updates

Director Hutchison provided the following updates:

- The trustee terms for Trustee Lehman and Trustee Kulp will be expiring at the end of the year and will be having an election process that will begin in October.
- Covid-19 rules will expire 180 days after the Mayor's declaration of emergency. However, the Mayor has continued to extend the emergency through mid-August and the rules are still in effect.

Trustee MacLeod asked whether the City of Portland has made any mask or vaccine mandates to which Director Hutchison stated that the City has made a decision that it will not have a vaccine mandate. Director Hutchison stated that currently the City is following Oregon OSHA's mask guidelines which is that people who are vaccinated do not have to wear masks and non-vaccinated people should be wearing masks. However, Multnomah County is strongly urging both vaccinated and non-vaccinated people to wear masks indoors. Director Hutchison did not know if the City will be mirroring Multnomah County or continue to follow the state mandate.

Information Item No. 3 – Future Meeting Agenda Items

September board meeting:

- State of FPDR
- Technical Services contracts that will be expiring at the end of the year

November board meeting:

- Managed Occupational Health Services contract

There being no further business, the meeting was adjourned at 1:44 p.m.



Sam Hutchison
FPDR Director

RESOLUTION NO. 537

WHEREAS, in November 2016, by Contract No. 30005431, the Bureau of Fire and Police Disability and Retirement (FPDR) entered into a contract with Piracle, Inc. (Piracle) to provide annual support and maintenance upgrade services; and

WHEREAS, the contract with Piracle expired on June 23, 2021; and

WHEREAS, Piracle developed and implemented the FPDR “Create-a-Check” program and also provides yearly maintenance and other upgrades; and

WHEREAS, Procurement Services recommends that FPDR extend the contract with Piracle for a one-year period; and

WHEREAS, Piracle is familiar with and has specific knowledge of the FPDR’s system and it is reasonable to have them continue their services; and

WHEREAS, FPDR wishes to continue the services of Piracle by extending the contract for a one-year period through July 30, 2022 with no additional funds required to be added at this time. The remaining not-to-exceed balance of the current contract is \$5,658.70; and

WHEREAS, a form of agreement implementing the desires of the parties has been prepared and is attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the FPDR that the FPDR Director or Chief Procurement Officer be and hereby is authorized to administer, on behalf of the Board, an amendment to contract substantially in accordance with the form of Amendment to Contract attached hereto as Exhibit “A”.

ADOPTED by the Board of Trustees on the 28th day of September 2021.

Samuel Hutchison
FPDR Director



**AMENDMENT No. 1 to
CONTRACT No. 3 0 0 0 5 4 3 1
FOR
MAINTENANCE AND SUPPORT AGREEMENT
FOR PIRACLE SOFTWARE**

This Amendment No. 1 amends Contract No. 30005431 dated July 1, 2016, by and between Piracle, Inc. ("Contractor") a corporation of the State of Utah, and the City of Portland, a municipal corporation of the State of Oregon ("City") by and through their duly authorized representatives. This Amendment may refer to Contractor and City individually as a "Party" or collectively as the "Parties."

The Effective Date of this Amendment is **June 23, 2021**. The purpose of this Amendment is to extend and add funds to the Contract.

The Parties agree to Amend the Contract as follows:

- 1.** The Term is extended from June 23, 2021 to **July 30, 2022**, unless terminated sooner under the provisions of the Contract.

All other terms and conditions of the Contract remain unchanged by this Amendment and in full force and effect.

This 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 instrument. The Parties agree that they may execute this Amendment by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the Parties hereby cause this Amendment to be executed.

CONTRACTOR

DocuSigned by:

08/24/2021
DD00E8178E9742B
Authorized Signature Date

Michael Travis

Printed Name and Title

Address: 1210 Avidxchange Lane
Charlotte, NC 28206
Phone:
Email: mtravis@avidxchange.com

Prepared By: Mark Ariza, Senior Procurement Specialist

Sent to Corey Benson via email at coreyb@piracle.com

Contract Number: 30005431

Amendment Number: 1

Contract Title: MAINTENANCE AND SUPPORT AGREEMENT FOR PIRACLE SOFTWARE

CITY OF PORTLAND SIGNATURES

By: N/A Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: N/A Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

RESOLUTION NO. 538

WHEREAS, in October 2011, by Contract No. 30002409, the Bureau of Fire and Police Disability and Retirement (FPDR) entered into a contract with Online Business Systems (OBS) to provide computer systems design, maintenance, and programming services; and

WHEREAS, OBS's contract with FPDR will expire on October 15, 2021; and

WHEREAS, FPDR is in need of a technology vendor to provide continuing computer systems design, maintenance, and programming services; and

WHEREAS, FPDR wishes to enter into a new contract with OBS; and

WHEREAS, the City's Procurement Services oversees technology contracts and is in agreement with FPDR; and

WHEREAS, OBS has been the FPDR's computer services specialists for the past ten years and is familiar with and has the specific knowledge of the FPDR's system. It would be time-consuming and expensive to have any other vendor achieve the level of understanding of the FPDR systems and operations that OBS has provided; and

WHEREAS, FPDR wishes to enter into a contract with OBS for a five-year period through October 14, 2026 in a not-to-exceed contract value of \$750,000.00; and

WHEREAS, a copy of a contract amendment between the FPDR and OBS is attached as Exhibit "A" and by this reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Fire and Police Disability and Retirement Fund, that the FPDR Director or Chief Procurement Officer be and hereby is authorized to administer, on behalf of the Board, an Amendment to Contract substantially in accordance with the form of Amendment to Contract attached hereto as Exhibit "A".

ADOPTED by the Board of Trustees on the 28th day of September 2021.

Samuel Hutchison
FPDR Director

Exhibit "A" to Resolution 538

CITY OF PORTLAND

CONTRACT FOR SERVICES

for

FIRE AND POLICE DISABILITY AND RETIREMENT Support and Maintenance of the FPDR Custom Database Application (Database).

Contract Number:

As authorized by Portland City Code 5.33.220.D.12, this Contract is made effective on October 15, 2021 ("Effective Date") by and between the City of Portland ("City"), a municipal corporation of the State of Oregon, and Online Business Systems, Inc., ("Contractor"), a Minnesota corporation, by and through their duly authorized representatives. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

The initial Term of this Contract shall be from the Effective Date through October 14, 2026. The total not-to-exceed amount under this Contract for the initial Term shall be \$750,000.

Party contacts and Contractor's and City's Project Manager for this Contract are:

For City of Portland:	For Contractor:
Name: Julie Crisp	Name: David Van der Wees
Title: Business Systems Analyst	Title:
Address: 1800 SW First Ste 450	Address:
City, State: Portland, Oregon	City, State:
e-mail: julie.crisp@portlandoregon.gov	e-mail: dvanderwees@obsglobal.com
Copy to: Xylia Guzman Torres	
Procurement Specialist	
1120 SW 5 th Ave.	
Portland OR 97204	

Scope and Consideration

- (a) Contractor shall perform the Services and provide the Deliverables set forth in the Statement of Work by the due dates specified in the Contract.
- (b) City agrees to pay Contractor a sum not to exceed \$750,000 for accomplishment of the Project.
- (c) Payments shall be made to Contractor according to the schedule identified in Exhibit A, the Contractor's Price.

Exhibit "A"

Recitals:

WHEREAS, to further its government operations, the City of Portland desires to put in place, Support and Maintenance of the FPDR Custom Database Application (Database); and

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1 DEFINITIONS (10/19)

General Definitions. (11/18) These definitions apply to the entire Contract, subsequent Amendments, and any Change Orders or Task Orders, unless modified in an Amendment. If any definition contains a substantive provision conferring rights and/or obligations upon a Party, then effect shall be given to the substantive provision.

“Acceptance” (10/19) means the Deliverable demonstrates to the City’s satisfaction that the Deliverable conforms to and operates according to the Acceptance Criteria, and if required, has successfully completed Acceptance review, and for Deliverables not requiring Acceptance Testing that the Deliverable conforms to the Acceptance Criteria or the City’s Specifications.

“Acceptance Certificate” (11/18) means a written instrument by which the City notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.

“Acceptance Criteria” (11/18) means functionality and performance requirements determined by the City, based upon the Specifications, which must be satisfied prior to City’s Acceptance of a Deliverable. City and Contractor shall agree upon written Acceptance Criteria.

“Acceptance Date” (11/18) means the date on which the City issues an Acceptance Certificate for the Deliverable(s).

“Affiliates” (11/18) means, for Contractor, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control. The term “control” means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

“Amendment” (12/18) means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions of the Contract, Contract amount, or substantially altering a Statement of Work.

“Business Day” (11/18) means a twenty-four hour day, excluding weekends and City holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Calendar Day” (11/18) means a twenty-four hour day, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Change Order” (12/18) means a document, agreed and signed by both Parties, that changes an existing Statement of Work or Task Order. Change Orders cannot change Contract amount or Master Terms and Conditions.

“Confidential Information” (08/19) means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal or visual form, it is identified as Confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall always be considered Confidential Information, whether or not it is marked or identified as such, if it is described by one or more of the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.345(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) information which is exempt from disclosure per Oregon Public Records Law; (6) attorney/client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPPA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, Customizations, Configurations, Updates, Upgrades; and any Documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.

“Contingent Product” means a Product or Service which the City intends to use in conjunction with some other Product or Service and from which the City would not derive the essential purpose of the bargain if acquiring one without the other.

“Contract” (11/18) means the Master Terms and Conditions including all exhibits, attachments and schedules and their constituent parts listed in the Order of Precedence or incorporated by reference.

“Contract Administrator” means the individual appointed by the City to manage the resulting Contract and to serve as the official point of contact for all administrative matters relating to the Contract.

“Contract Price” (10/19) means the not-to-exceed price agreed upon by the Parties for all Services.

"Coverage Hours" means those hours specified in this Contract or subsequent Task Order during which period Contractor shall provide Maintenance.

"Customization" means (a) any modification to or adaptation of the Products, or (b) any new component or accessory or, in the case of Software, new code that contains features unique to the City's governmental purposes, whether prepared, created, or developed (1) by Contractor at the City's request as a work for hire, (2) by the City, or (3) by the City in conjunction with Contractor.

"Deliverable(s)" (11/18) means the Services, Documentation or documents or tangible work products described in the Statement of Work to be provided to the City by Contractor under this Contract.

"Documentation" (10/19) means user manuals and other written materials in any form that describe the features or functions of the Deliverables and Services, including but not limited to published specifications, online instructions and help, marketing materials, technical manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

"Defect" (10/19) means any error, problem, condition, bug, or other partial or complete inability of a Service, Deliverable or component thereof, to operate in accordance with the applicable Specifications.

"Final Acceptance" (11/18) means the City has determined that all Deliverables have successfully completed Acceptance Testing, which demonstrates to the City's satisfaction that all Deliverables conform to and operate according to the Acceptance Criteria, applicable Documentation, and Contractor's representations; and that for Deliverables not requiring Acceptance Testing, that the Deliverables conform to the Acceptance Criteria or the City's specified requirements.

"Force Majeure Event" (04/2020) means an exceptional, unforeseeable and unavoidable occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government regulations, labor disputes, fire, natural phenomena, or other causes beyond such Party's reasonable control.

"Intellectual Property Rights (IPR)" (11/18) means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, trade dress, moral rights, know-how and any other similar rights or intangible assets to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force.

"Key Personnel" (11/18) means the specific individuals identified in Section 3.11 to fill Key Positions.

"Key Position" (11/18) means a job position critical to the success of the Project as identified in Section 3.11 of this Contract.

"Knowledge Transfer" means information and know how regarding technological or general business issues, including, without limitation, products, identified or foreseeable problems, personnel, resources,

or costs, as may relate to the System or any component thereof which Contractor may be required under this Contract or any subsequent Task Order or Change Order to pass on to the City.

"Maintenance" means services provided by Contractor to the City designed to keep System operating in optimum condition.

"Maintenance Fee" means the fee paid by the City for Maintenance.

"Maintenance Period" means the time period when Contractor provides Maintenance to the City, which begins upon expiration of the Warranty Period.

"Maintenance Request" means a request by the City to Contractor for Maintenance.

"Mandatory Priced Options" means features and functionality that must be available, offered and priced in the Contract, but which the City mayor may not purchase at the time the Task Order or Change Order is issued. The City may purchase Mandatory Priced Options by issuing a Task Order or Change Order at any time during the Contract term. The quoted price of Mandatory Priced Options shall remain effective for one-year following Acceptance and may be adjusted per the Contract for subsequent years.

"Manufacturers' Warranty" means a written statement to the City from a third party or from the Contractor on behalf of the third party that one or more components of the System or its Products will operate at the required specifications, functionality and performance level.

"Manufacturer's Warranty Period" means the time period during which a Manufacturer's Warranty is valid and enforceable by the City.

"Master Terms and Conditions" (11/18) means the body of text from the preamble through the signature page of this Contract.

"Material Breach" (11/18) means any breach of this Contract that causes, caused, or may cause substantial harm to the non-breaching Party or substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.

"Open Source Software" means any computer program for which the license provides the rights to run the program, view and change the source code, distribute exact copies, distribute modified copies and frees parties from any obligation to pay license fees or royalties.

"Operating System Software" means any computer program product that is installed on, and is a component integral to the function of, the Equipment.

"Product(s)" means Software, Equipment, Documentation and supplies, Services including warranty services, installation and Maintenance and professional services, which may include Upgrades, Customization, and training.

"Personally Identifiable Information (PII)" (11/18) means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, as described in the Oregon Consumer Identity Theft Protection Act.

"Project" (10/19) means the overall delivery of the Services including, without limitation, design, development, integration, implementation, testing, support, and any Deliverables any of which Contractor may be providing in whole or in part.

"Repair" means to fix, patch, reprogram, or replace the System or any Equipment or Software component thereof so as to eliminate Errors or failure to the City's satisfaction.

"Services" (10/19) means ordinary or professional services performed by Contractor under this Contract.

"Software" means the object code version of any computer programs, firmware, applications, and interfaces developed and delivered to the City by Contractor pursuant to this Contract, and any Operating System Software, or Third Party Software licensed or delivered to the City by Contractor pursuant to this Contract. including, without limitation, any Customization, application software, base software, diagnostic software, Updates, Upgrades, and any related Documentation.

"Software Enhancement" means a modification of Contractor's Software Source Code to increase its capabilities.

"Software Enhancement Release" means Software Enhancements provided by Contractor to the City as part of its Maintenance and Support services.

"Source Code" means a complete copy, expressed in high-level (i.e., human readable; not machine language or object code) computer language, of the Software which, when assembled or compiled, becomes the executable object code of the Software. Source Code shall include all material including but not limited to design documentation, Software documentation, reference manuals and documentation, libraries for the Software, and interface software (patch or whole programs), in any form (printed, electronic, or magnetic) and any other information

"Specifications" (10/19) means the most current cumulative statement of capabilities, functionality, and performance requirements for the System and its components as set out in the Acceptance Criteria, Change Orders, the Statement of Work, Documentation, Contractor's representations, Contractor's Proposal and Proposal Clarifications.

"Statement of Work" (SOW) (10/19) means the written detailed specifications of the Services(s) to be delivered to the City by Contractor, including any Change Orders or Task Orders subject to the terms and conditions of this Contract.

"Subcontractor" (11/18) means any person or entity under the control of Contractor, other than an employee of Contractor, utilized by Contractor to perform all or part of this Contract.

"System" means collectively all Equipment, Products, Software, and Services to be provided by Contractor to City under this Contract.

"Task Order" (10/19) means any written request or document issued by the City and signed by both Parties for additional Service(s) to be provided under this Contract. Task Orders shall document the description of Services, price, payment schedule, Project and performance schedule, due dates, milestones and Deliverables.

"Third Party Software" means software other than Contractor Software provided to City by Contractor under this Contract and that Contractor is authorized to license to the City subject to the original manufacturer's standard provisions.

"Term" (11/18) means the period of time that this Contract is in effect as stated on page one.

"Update" means a change, modification, or enhancement to the Hardware or Software, and related Documentation, which improves its performance or efficiency, but does not alter its core functionality.

"Use" means the City's right to install, integrate, configure, implement, test, access, maintain and operate the System; any Contractor-provided software tools to customize the System; Documentation listed in the Contract; training materials City may acquire to provide internal training on the System to City Users; any Software Enhancements produced by or in collaboration with Contractor to develop the System to City's unique business processes and/or programming environment for purposes of installing, operation, configuring or using the System.

"User" means any person employed or working on behalf of the City, its Bureaus, Divisions, Offices, Directors, and any person or entity under contract or authorized by the City to provide it with services and to use the City's resources in whole or in part, in the course of assisting the City.

"Warranty Period" means the period from the go-live date to the end of year three.

SECTION 2 ORDER OF PRECEDENCE

2.1 Order of Precedence. (09/17) In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. Contractor's hyperlinks contained herein will not supersede or alter the Master Terms and Conditions. For the avoidance of doubt, no other terms and conditions will override the Parties' obligations in the Confidentiality, Indemnification, or Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

1. Amendments

2. Master Terms and Conditions
3. Exhibit A, Contractor's Price
4. Change Orders
5. Task Orders
6. Exhibit B, Statement of Work
7. Exhibit C, Sample Documents: C-1, Sample Status Reports, C-2 Certificate of Acceptance, C-3 Change Order
8. Contractor's Hyperlinks/Documents

SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS

- 3.1 Term. (09/17) This Contract shall begin on the Effective Date and end upon the expiration date set forth on page one of this Contract unless terminated or extended under the applicable Contract provisions.
- 3.2 Point of Contact. (09/17) Contractor shall be the sole point of contact for the City with regard to this Contract and the System.
 - 3.2.1 Written Notifications. (10/18) All notices to, and other written communication between the Parties shall be deemed received five (5) Business Days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth on page 1 of the Contract, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party's contacts within thirty (30) Calendar Days.
- 3.3 Changes to Contract.
 - 3.3.1 Amendment of the Contract. (06/19) Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Contract as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The City reserves the right to make administrative changes to the Contract unilaterally, such as extending option years and increasing compensation. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.
 - 3.3.2 Change Orders to a Statement of Work. (12/18) The City and Contractor can agree to make changes, at any time to a Statement of Work or Task Order in the form of a Change Order. Contractor agrees to timely alter the delivery of Products or Services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall execute an

Amendment to the Contract, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified amount.

3.4 Time is of the Essence. (06/19) The Parties agree that time is of the essence as to the delivery of Deliverables and performance of Services under this Contract. By executing this Contract and accepting the Statement of Work, Contractor agrees that the time limits specified in the Statement of Work are reasonable. By accepting late or otherwise inadequate performance of Contractor's obligations, the City will not waive its rights to require timely performance of Contractor's obligations thereafter.

3.4.1 Late Delivery. (10/19) In the event that any specified delivery date is not met, Contractor shall be liable for any loss, expense, or damage resulting from delay in delivery or failure to deliver Deliverables or provide Services which is due to any cause except as set forth in Force Majeure. In the event of delay due to any such cause, the City may obtain substitute Services from another source and bill all additional costs directly to Contractor who shall remain financially liable for all additional acquisition costs.

3.4.2 Best Efforts. (10/19) Contractor shall use best efforts to minimize any delay in the provision of Deliverables or performance of Services. If Contractor anticipates any delay that may prevent timely performance of Contractor's obligations under this Contract, Contractor shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures.

3.5 City Reporting Requirements. (12/18) The City is required to track certain types of contract data for reporting purposes. Items which the City must report on may include, but are not limited to, Subcontractor utilization, Minority, Women, Emerging Small Business, Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) participation and Subcontractor/Supplier Payment. The City will enforce all diversity in workforce and D/M/W/ESB/SDVBE subcontracting commitments made by Contractor in its Quote.

3.6 Payment. (09/17) Payment(s) shall be in accordance with the payment schedule set forth in Exhibit A: Contractor's Price.

3.6.1 Payment shall be issued by the City net thirty (30) Calendar Days from receipt of a complete and acceptable invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of Products and/or Services; quantity, unit price, (where appropriate), and total amount; City-required reporting, if any, and the title and phone number of the person to whom payment is to be sent. The City may stipulate how line items are entered on an invoice to ensure compatibility with the City's accounting and financial systems and to facilitate payment to Contractor.

- 3.6.2 The City makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency.
- 3.7 Payment of Taxes/Contractor Shall Withhold. (09/17) Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. Contractor shall be solely responsible for all such obligations for its employees. Contractor shall also ensure that any Subcontractor shall comply with the foregoing obligations for its employees. The City shall have no duty to pay or withhold such obligations.
- 3.8 Records and Audits (06/19)
- 3.8.1 Records Retention. (06/19) Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract during the term of this Contract and for a minimum of six (6) years after the expiration or termination date of this Contract or until the resolution of all audit questions or claims, whichever is longer.
- 3.8.2 City Audits. (06/19) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Products or Services at any time in the course of the Contract and during the records retention period listed above. Audits shall 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.
- 3.8.3 Access to Records. (06/19) The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Contract at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.
- 3.9 Overpayment. (09/17) If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

3.10 Independent Contractor. (09/17) Contractor is independent of the City and, accordingly, this Contract is not entered into as a joint venture, partnership, or agency between the Parties. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized Subcontractors shall perform their work under this Contract under Contractor's sole control.

3.11 Personnel.

3.11.1 Key Positions and Personnel. (09/17) For the period of performance until Final Acceptance has been completed, the Parties have identified Key Positions and Key Personnel as set forth in the table below, along with the percentage of their time to be allocated to the City's Project:

Name	Title/Role	% of Time	Company
Madhuranga Banadara	Developer	80	OBS
Ashar Khan	Developer	20	OBS

3.11.2 Substitution of Key Personnel. (09/17) Contractor shall make no substitutions of Key Personnel unless the substitution is necessitated by law, illness, death, resignation, or termination of employment. Contractor shall notify the City within ten (10) Calendar Days after the occurrence of any of these events.

Any substitutions or replacements of Key Personnel require the written approval of the City. Contractor shall provide the City with the maximum possible period of notice of substitution or replacement of Key Personnel in order to allow for background screening, fingerprint checks, and other investigation as may be required in Section 3.11.3.

For any proposed substitute or replacement Key Personnel, Contractor shall provide the following information to the City: a detailed explanation of the circumstances necessitating the proposed substitution or replacement, a complete resume for the proposed substitute(s), and any additional information requested by the City. Proposed substitutes or replacements should have qualifications comparable to or better than those of the persons being replaced. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.

3.11.3 Security Requirements for Personnel. (09/17) If required by the City, Contractor shall conduct a criminal history/records check of all personnel that will have access to City information,

systems, or payments and ensure ongoing security requirements for personnel are maintained.

- 3.12 Termination. (06/19) The following conditions apply to termination of this Contract. The City, on thirty (30) Calendar Days' written notice to Contractor, may terminate this Contract for any reason in the City's sole discretion. In the event of such termination, the City shall pay to Contractor the portion of the not-to-exceed price attributable to all Deliverables Accepted or Services performed and Accepted through the effective date of the termination. In the event of termination all of Contractor's Work Product to date shall be delivered to the City, and it will become and remain property of the City.
- 3.13 Mutual Agreement. (09/17) The City and Contractor, by mutual written agreement, may terminate this Contract at any time.
- 3.14 Material Breach. (09/17) Either Party may terminate this Contract in the event of a Material Breach of this Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Calendar Days of the notice, then the Party giving the notice shall have the option to: (a) terminate this Contract by giving a written notice of termination, (b) seek any remedies in this Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (c) any combination thereof.
- 3.15 Force Majeure. (09/17) Either Party may terminate this Contract due to a Force Majeure event as set forth in Section 5.12, Force Majeure.
- 3.16 Bankruptcy. (09/17) The City may terminate this Contract if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.
- 3.17 Void Assignment. (09/17) In the event that Contractor assigns its obligations under this Contract to a third party in a manner other than as set forth in Section 5.7, Assignment, the City shall have the option to terminate this Contract without any notice or cure period or further obligation to Contractor or the assignee, and promptly receive a refund for fees paid for Products delivered and/or Services performed by the third party.
- 3.18 Waiver. (09/17) No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract. The failure of either Party to insist upon any of its rights under this Contract upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.

- 3.19 Severability. (09/17) Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the City and its successors and assigns.
- 3.20 Business Tax Registration. (09/17) Contractor shall register for a City of Portland business license as required by Chapter 7.02 of the Code of the City of Portland prior to execution of this Contract. Additionally, Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this Contract. Failure to be in compliance may result in payments due under this Contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.
- 3.21 EEO Certification. (09/17) Contractor shall be certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 5.33.076 of the Code of the City of Portland and maintain its certification throughout the term of this Contract.
- 3.22 Non-Discrimination in Benefits. (09/17) Throughout the term of this Contract, Contractor shall provide and maintain benefits to its employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.
- 3.23 Sustainability. (12 /18) Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Contractor is encouraged to incorporate these Principles into its scope of work with the City wherever possible. Therefore, in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of Products or Services that help to minimize the human health and environmental impacts of City operations. Contractor is encouraged to incorporate environmentally preferable Products or Services into its work performance wherever possible. "Environmentally preferable" means Products or Services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the Product or Service.
- 3.24 Packaging. (09/17) All packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, readily recyclable in local recycling programs, is made from recycled materials, and/or is collected by Contractor for reuse/recycling.

- 3.25 News Releases and Public Announcements. (09/17) Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Contract or the Project without the express written approval of the City. Such approval may be withheld in the City's sole discretion. Contractor shall not use the City seal without specific written permission from the City Auditor.
- 3.26 Rule of Construction/Contract Elements/Headings. (09/17) This Contract has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Contract.
- 3.27 Survival. (09/17) All obligations relating to Confidential Information; indemnification; publicity; representations and warranties; remedies; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination or expiration shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City.
- 3.28 Permissive Cooperative Procurement. (09/17) Pursuant to ORS 279A.215, as additional consideration for this Contract, Contractor agrees to extend an option to purchase any Products or Services covered under this Contract at the same prices as are specified in Exhibit A: Contractor's Price, and under the same terms and conditions, to all public agencies. Each public agency shall execute its own contract with Contractor and shall have the option to negotiate its own terms and conditions.

SECTION 4 STATUTORY REQUIREMENTS, PUBLIC RECORDS AND CONFIDENTIALITY

- 4.1 Governing Law and Jurisdiction. (09/17) This Contract shall be construed according to the laws of the State of Oregon without reference to the conflict of laws' provisions. Any litigation between the City and Contractor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 4.2 Public Records Request. (09/17) Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor is

public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

4.3 Public Records. (09/17) The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon and Portland City Code public records and archiving laws.

4.4 Confidentiality.

4.4.1 Contractor's Confidential Information. (08/19) During the term of this Contract, Contractor may disclose to the City, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark Confidential Information CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked, or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Contract itself shall not be considered Confidential Information. Subject to Section 4.2, the City shall: (1) limit disclosure of Contractor Confidential Information to those directors, employees, contractors and agents of the City who need to know the Contractor Confidential Information in connection with the City Project and who have been informed of confidentiality obligations at least as strict as those contained in this Contract, and (2) exercise reasonable care to protect the confidentiality of the Contractor Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.

4.4.2 City's Confidential Information. (08/19) Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use City Confidential Information exclusively for the City's benefit in the performance of this Contract. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors and agents of Contractor who need to know the City Confidential Information in connection with the City Project and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Contract, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Contractor's possession or custody or under its

control. Contractor is expressly restricted from and shall not use the Intellectual Property Rights of the City without the City's prior written consent.

- 4.4.3 Scope. (09/17) This Contract shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. Contractor's confidentiality obligations under this Contract shall survive termination or expiration of this Contract.
- 4.4.4 Equitable Relief. (12/18) Contractor acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Contract, in the event of a breach or a threatened breach of Contract terms related to Confidential Information or Intellectual Property Rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
- 4.4.5 Discovery of Documents. (06/19) In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

SECTION 5 CONTRACTOR PERFORMANCE AND WARRANTIES

- 5.1 General Warranties. (09/17) Contractor makes the following warranties:
 - 5.1.1 Capacity. (09/17) Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.
 - 5.1.2 Authority to Conduct Business. (08/19) Contractor warrants it is lawfully organized and constituted and duly authorized to operate and do business in all places where it shall be required to do business under this Contract, and that it has obtained or will obtain all necessary licenses and permits required in connection with this Contract.
 - 5.1.3 Disclosure of Litigation. (09/17) Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Contract, Contractor becomes aware of, or has

reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract.

- 5.1.4 Conflict of Interest. (09/17) Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Contract.
- 5.1.5 Compliance with Applicable Law. (09/17) Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is currently in compliance with all tax laws.
- 5.1.6 Public Contracts. (09/17) Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapters 279A and 279B require every public contract to contain certain provisions. To the extent applicable, ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.
- 5.1.7 Compliance with Civil Rights Act. (09/17) Contractor warrants it is in compliance 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>
- 5.1.8 Respectful Workplace Behavior. (09/17) The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City of Portland. Contractor warrants its compliance with terms and conditions HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>
- 5.2 Grant Funding. (02/18). This Contract is currently not using grant funding. However, in the event that City acquires or uses grant funding to pay for any portion of this Contract, the City and Contractor agree to Amend the Contract to include the federally required terms and conditions. General grant terms may be found at <http://www.portlandoregon.gov/bibs/article/455735>
- 5.3 Compliance with Non-Discrimination Laws and Regulations.
 - 5.3.1 Nondiscrimination. (06/19) Pursuant to all City, State, and federal non-discrimination and civil rights laws, Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, national origin, including limited English proficiency, sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income, including in employment practices, the

selection and retention of subcontractors, including procurements of materials and leases of equipment.

- 5.3.2 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. (06/19) In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.
- 5.3.3 Sanctions for Noncompliance. (09/17) In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to withholding of payments to Contractor under this Contract until Contractor complies, and/or cancellation, termination, or suspension of this Contract, in whole or in part.
- 5.3.4 ADA Compliance. (07/18) Contractor shall comply with the Americans With Disabilities Act (ADA), including any duty the ADA may impose on City or Contractor as a result of the Products, Services or activities requested to be provided for City under this Agreement.

Contractor shall document each ADA request for modification to the Products or Services and Contractor's fulfillment of the request. If Contractor determines that it is unable to promptly fulfill the request for modification under the ADA, Contractor will contact the City contract manager within the same business day, proving reasons why Contractor is unable to fulfill the request for modification and to identify alternate accessibility options that Contractor can perform.

Within twenty (20) Business Days after receipt, City and Contractor shall advise the other Party in writing, and provide the other Party with copies (as applicable) of any notices alleging violation of or noncompliance with the ADA relating to the Agreement, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Agreement or the programs, Products, Services or activities that Contractor is undertaking for City under this Agreement.

- 5.3.5 Required Reporting. (05/19) If any person or class of persons files a complaint with Contractor alleging discrimination under Title VI of the Civil Rights Act of 1964 (race, color, or national origin, including limited English proficiency), Contractor will notify the City of Portland of the complaint and cooperate with any investigation related to the complaint. Notifications shall be sent to Title VI Program Manager, 421 SW 6th Ave, Suite 500, Portland, Oregon 97204, or title6complaints@portlandoregon.gov.

5.4 Service(s) and Deliverables Warranties. (10/19) Contractor makes the following warranties:

- 5.4.1 No Third-Party Conflict or Infringement. (01/19) As of the Effective Date, Contractor warrants the execution and performance of this Contract, shall not contravene the terms of any contracts with third parties or any third-party Intellectual Property Right; and, as of the Effective Date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision. Contractor agrees to promptly notify the City, in writing, if during the Term of the Contract, a potential third-party conflict or infringement of third-party Intellectual Property Rights arises.
- 5.4.2 No Encumbrances. (08/19) All Deliverables provided by Contractor under this Contract shall be transferred to the City free and clear of any and all restrictions of transfer or distribution and free and clear of any and all liens, claims, security interests, liabilities and encumbrances of any kind.
- 5.4.3 Conformance with Specifications. (01/19) Contractor warrants that the Deliverables and Services shall operate in conformance with the Specifications.
- 5.4.4 Domain Names. (7/18) Any domain names required under this Contract must be acquired by the City per Ordinance No. 177852 and City Code 3.15.070(B)12, or a waiver granted by the City's Chief Technology Officer. Domain names must be assigned to the City upon termination of this Contract or abandoned, in the City's sole discretion.
<https://www.portlandoregon.gov/citycode/article/524341>
- 5.4.5 Websites (08/19) Any Contractor's Website created for the City must be compliant with ARC-BTS 3.02. <https://www.portlandoregon.gov/citycode/article/114337> Contractor shall ensure that the webpages comply with version 2.1 Level AA of the "Web Content Accessibility Guidelines" published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), or any subsequent version(s) that are published during the term of the Agreement.
- 5.4.6 Compliance with Law. (10/19) Contractor warrants that the Deliverables conform to all requirements of applicable law, including all applicable health, safety, privacy, data security and environmental laws and regulations.
- 5.4.7 Industry Standards. (10/19) Contractor warrants that the Services performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services.
- 5.4.8 Substitution or Modification of Products at No Charge. (03/19) In the event that Contractor substitutes or modifies the Deliverables, Contractor shall ensure that the new or modified

Deliverables shall conform in all aspects to the Specifications. Such substitutions or modifications shall in no way degrade the performance or functionality of the Deliverables and shall not result in additional cost to the City.

- 5.5 No Waiver of Warranties or Representation. (10/19) Performance of Services shall not be construed to represent Acceptance nor relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment prior to Final Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.
- 5.6 No Third Party to Benefit. (09/17) This Contract is entered into for the benefit of the City and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.
- 5.7 Assignment. (08/19) Neither Party shall assign, transfer, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Contract that requires the City's prior written consent. Notwithstanding the foregoing: (a) in the event that the City's business needs change or the City enters into an agreement with a provider for outsourcing services, Contractor agrees that the City shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the City's business, including an outsourcing provider, upon written notice to the other Party, and (b) Contractor may, without the City's consent, but upon prior written notice to the City, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract. Any attempted assignment or delegation in violation of this Section shall be void.
- 5.8 Notice of Change in Financial Condition. (09/17) Contractor must maintain a financial condition commensurate with the requirements of this Contract. If, during the term of this Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform the obligations of this Contract, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition is sufficient grounds for terminating this Contract.
- 5.9 Notice of Change in Ownership. (09/17) If, during the term of this Contract, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Contract.

- 5.10 Subcontractors. (10/19) Contractor shall not subcontract any work under this Contract without the City's prior written consent. Contractor shall be fully responsible for the acts and omissions of its Subcontractors, including any Affiliates, at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between Contractor and its Subcontractors for Services authorized under this Contract.

All D/M/W/ESB/SDVBE (COBID Certified) subcontractors/suppliers identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor desires to replace any D/M/W/ESB/SDVBE subcontractors/suppliers under this Contract all substitution requests must have approval from the City's Chief Procurement Officer before such substitutions can be made. In no event shall Contractor subcontract any work, assign any rights, or delegate any obligations under this Contract without the City's prior written consent.

- 5.11 Flow-down Clauses. (01/19) Contractor shall include the following clauses, or substantially similar language, in its subcontracts under this Contract:

Section 4.4, Confidentiality

Section 5.3, Compliance with Non-Discrimination Laws and Regulations

Section 6.1, Hold Harmless and Indemnification

Section 6.2, Insurance

- 5.12 Force Majeure. (01/19)

- 5.12.1 In the event that either Party is unable to perform any of its obligations under this Contract due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.
- 5.12.2 If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract or any Statement of Work.
- 5.12.3 If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) Calendar Days, such nonperformance shall automatically extend the Project schedule for a period equal to the duration of such events. Any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.
- 5.12.4 If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) Calendar Days, the Parties shall negotiate options for mitigation of the Force Majeure Event.

- 5.13 Ownership of Property. (06/19) 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 Consultant-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. Contractor hereby grants to the City a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing Intellectual Property Rights incorporated into the Work Product(s).

SECTION 6 INDEMNIFICATION, INSURANCE, BONDING, LIQUIDATED DAMAGES

6.1 Hold Harmless and Indemnification. (08/19)

- 6.1.1 Contractor shall indemnify, defend and hold harmless the City of Portland, its officers, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of Contractor or its officers, employees, Subcontractors, or agents under this Contract.
- 6.1.2 Infringement Indemnity. (08/19) Contractor shall indemnify, defend, and hold harmless the City, its directors, officers, employees, and agents from and against any and all claims, demands, suits, and actions for any damages, liabilities, losses, costs, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged misappropriation, violation, or infringement of any proprietary right or Intellectual Property Right of any person whosoever. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise.

6.1.3 Contractor shall indemnify, defend, and hold harmless the City against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the City may be required to pay arising from Deliverables and Services provided by Contractor under this Contract. The City of Portland, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.

6.2 Insurance. (08/19) Contractor shall not commence work until Contractor has met the insurance requirements in this section and Contractor has provided insurance certificates approved by the City Attorney. Contractor shall acquire insurance issued by insurance companies or financial institutions with an AM Best rating of A- or better and duly licensed, admitted and authorized to do business in the State of Oregon.

6.2.1 Insurance Certificate. (08/19) As evidence of the required insurance coverage, Contractor shall provide compliant insurance certificates, including required endorsements, to the City prior to execution of the Contract. The certificates shall list the City as certificate holder. Contractor shall maintain continuous, uninterrupted coverage for the Term of this Contract and to provide insurance certificates demonstrating the required coverage for the Term of this Contract. Contractor's failure to maintain insurance as required by this Contract constitutes a Material Breach of this Contract. Contractor must notify the City in writing thirty (30) Calendar Days prior to a cancellation, non-renewal, or changes to the insurance policy.

6.2.2 Additional Insureds. (08/19) For commercial general liability coverage, Contractor shall provide City with a blanket additional insured endorsement form that names the City of Portland, Oregon, and its officers, agents and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.

6.2.3 Insurance Costs. (08/19) Contractor shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance.

6.2.4 Coverage Requirements. (08/19) Contractor shall comply with the following insurance requirements:

6.2.4.1 Commercial General Liability. (08/19) Contractor shall acquire commercial general liability ("CGL") and property damage insurance coverage in an amount not less than \$2 million per occurrence for damage to property or personal injury arising from Contractor's work under this Contract.

☐ Required and attached ☐ Reduced by Authorized Bureau Director ☐ Waived by Authorized Bureau Director

6.2.4.2 Automobile Liability. (08/19) Contractor shall acquire automobile liability insurance to cover bodily injury and property damage in an amount not less than \$2 million for each accident. Contractor's insurance must cover damages or injuries arising out Contractor's use of any vehicle.

☐ Required and attached ☐ Reduced by Authorized Bureau Director ☐ Waived by Authorized Bureau Director

6.2.4.3 Workers' Compensation. (08/19) Contractor shall comply with Oregon workers' compensation law, ORS Chapter 656, as it may be amended. If Contractor is required by ORS Chapter 656 to carry workers' compensation insurance, Contractor shall acquire workers' compensation coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City for the entire period during which work is performed under this Contract. Contractor shall acquire workers compensation coverage in an amount not less than \$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit.

☐ Required and attached ☐ Proof of exemption (Complete Independent Contractor Certification Statement)

6.2.4.4 Professional Liability. (08/19) Contractor shall acquire insurance to cover damages caused by negligent acts, errors or omissions related to the professional Services, and performance of duties and responsibilities of the Contractor under this Contract in an amount not less than \$1 million per occurrence and aggregate of \$3 million for all claims per occurrence. In lieu of an occurrence-based policy, Contractor may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Contractor acquires 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 ☐ Reduced by Authorized Bureau Director ☐ Waived by Authorized Bureau Director

6.2.4.5 Technology Errors and Omissions; Information Security & Privacy Liability (04/10) Contractor shall maintain liability insurance covering acts, errors, or omissions arising out of the performance or failure to perform professional services related to the Services under this Contract. The coverage shall be placed with an insurance with AM Best Rating of A or better and shall include the following coverage:

Technology Products & Services E&O – Information Security & Privacy Liability for Services Provided to Others.

Such insurance shall cover any and all errors, omissions and/or negligent acts in the Deliver of Products, Services and Software under this Contract. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, Identity (ID) theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and infringement of intellectual property, such as copyrights, trademarks, service marks and trade dress.

Such insurance shall include limits of coverage of the local currency equivalent of not less than \$1,000,000.00 (one million U.S. Dollars) and shall remain in effect for not less than three (3) years following the date of Termination or expiration of this Contract. Evidence of coverage must be sent to the City for three (3) years following Termination or expiration of this Contract.

☐ Required and attached ☐ Reduced by Authorized Bureau Director ☐ Waived by Authorized Bureau Director

6.2.5 Insurance Requirements for Subcontractors. (08/19) Contractor shall contractually require its Subcontractors to acquire and maintain for the duration of this Contract insurance equal to the minimum coverage limits required above.

6.3 Rolling Estoppel. (09/17) Unless otherwise notified by Contractor, it shall be understood that the City shall have met all its obligations under this Contract. The City will be conclusively deemed to have fulfilled its obligations, unless it receives written notification of a failure to meet such obligations in the next status report, or within ten (10) Business Days following such failure, whichever is sooner, and Contractor identifies the specific failure in that notification. The City's failure to meet obligations must be described in terms of how it has affected the Project schedule or a specific performance requirement of Contractor.

6.3.1 Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in Project timetable, the standards of performance under this Contract, or the Contract price, if Contractor knew of that problem and failed to provide notification to the City as set forth above or to include it in the applicable status report to the City's project manager.

6.3.2 In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's notification should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the City's Project Manager can make a prompt decision as to the best method of dealing with the problem and continuing the Project in an unimpeded fashion.

6.4 Dispute Resolution. (09/17) Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this Contract will be resolved as expeditiously as possible in accordance with the following resolution procedure:

6.4.1 Any dispute between the City and Contractor shall be resolved, if possible by the Project Manager or their designee on behalf of the City and [REDACTED] on behalf of Contractor.

6.4.2 If the Project Manager or the Project Manager's designee and Contractor are unable to resolve any dispute within three (3) Business Days after notice of such dispute is given by

either Party to the other, the matter shall be submitted to Sam Hutchison, FPDR Director, on behalf of the City and [REDACTED] on behalf of Contractor for resolution, if possible.

- 6.4.3 Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- 6.4.4 Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Contract.
- 6.4.5 Unless ordered by the City to suspend performance of all or any portion of Contractor's Services, Contractor shall proceed with the performance of such Services without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures. During the pendency of any of the foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute while having the right to withhold payments that are in dispute.
- 6.5 Remedies. (09/17) The remedies provided in this Contract are cumulative and may be exercised concurrently or separately. In the event of any Material Breach by Contractor, which Material Breach shall not have been cured as agreed to between the Parties, the City shall have the ability to pursue the City's rights at law or equity. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.
- 6.6 Cost of Cover. (09/17) In the event of termination of this Contract by the City due to a Material Breach by Contractor, then the City may complete the Project itself, by agreement with another contractor, or by a combination thereof. After termination, in the event the cost of completing the Project exceeds the amount the City would have paid Contractor to complete the Project under this Contract, then Contractor shall pay to the City the amount of the reasonable excess.

SECTION 7 PRODUCT WARRANTY AND MAINTENANCE PROVISIONS

These provisions shall apply to all Maintenance Services. These provisions shall cover any Third Party Software supplied by Contractor as a component of the System. Should any ambiguities or conflicts arise between this SECTION 7 and any other terms within this Contract, this Section shall prevail in matters of Maintenance.

- 7.1 Product Warranty Period. (09/17) Contractor shall provide Maintenance at no charge for one year from the date of Final Acceptance.
- 7.2 Maintenance Term. (09/17) The City's obligation to pay for Maintenance commences on the date of expiration of the Product Warranty Period. The price for annual Maintenance is set forth in Exhibit A, Price. Where necessary, prices for Maintenance shall be pro-rated to ensure that Maintenance periods will co-term with this Contract.
- 7.3 Optional Maintenance. (09/17) If the City suspends or discontinues Use of the System, in whole or in part, the City may elect to suspend or discontinue Maintenance and payment of Maintenance Fees for the portion of the System not Used.
- 7.4 Services Included. (09/17) Contractor shall keep the System, and all individual components thereof, conforming to the Specifications and respond to requests by the City. Maintenance shall include the following:
- 7.4.1 Preventive. (09/17) Maintenance shall include the development, release and installation of Updates and Upgrades, and performance monitoring, evaluation, or use of diagnostic applications or tools.
- 7.4.2 Repair. (09/17) Within the time specified in the table below, Contractor shall Repair all Products for which an Error has been identified by Contractor or the City in Maintenance Requests. A workaround or patch which eliminates the symptoms of the particular Error reported, but impairs the City's operations, shall be deemed an interim Repair and cannot last longer than seven (7) Calendar Days, unless otherwise mutually agreed in writing by both Parties.
- 7.4.3 Replacement. (09/17) Contractor shall replace defective Products that cannot be Repaired. Replacement Equipment shall include all current Software and Equipment Updates and Upgrades.
- 7.4.4 Telephone Helpline/Staffing. (09/17) During the Coverage Hours Contractor shall maintain a no-cost telephone helpline. Contractor shall staff the helpline with competent technical consultants who shall be trained in and thoroughly familiar with the System and with the City's applicable Configuration. Telephone support and all communication shall be delivered in English.
- 7.5 Updates and Upgrades. (09/17) Contractor shall automatically provide the City with Upgrades and Updates at no additional cost. Maintenance charges shall not be increased due to such Upgrades or Updates. However, in no event shall modifications, Updates, or Upgrades degrade the core functionality of the Software or any component thereof, or interfere with City's Use of the core functionality of the Software with the original Equipment.

If Contractor plans to modify, Update, or Upgrade the Software in a manner that will cause it to no longer conform to the Specifications or that will require the City to obtain new or additional hardware or other Equipment to enable the City to Use the Software, Contractor shall provide the City at least one year's notice prior to making any such modifications, Updates, or Upgrades and agrees to continue supporting the City's System for an additional year if the City is required to purchase new Equipment to run the modified, Updated, or Upgraded Software.

- 7.6 Training. (09/17) At the City's request, Contractor shall provide training to the City in connection with Upgrades or major Repairs that change the functional operation of the System or any Software or Equipment component whether Repair or alteration is a permanent or interim modification. Training shall be provided at no cost to the City and a time and location convenient to the City.
- 7.7 Version Support. (09/17) If the City elects not to install any Module, Software, or Product Upgrade, Contractor shall, at the City's request, maintain the ability to support up to two (2) earlier versions of the Product(s) in operation. Contractor shall provide the City with at least twelve (12) months' prior written notice, before discontinuing Maintenance in support of Product(s) currently in use by the City. After such discontinuation, the Contractor shall make available to the City the option of continued support upon payment of a fee that shall not exceed one hundred and ten percent (110%) of the annual Maintenance fee for the most current version of the component Product.
- 7.8 Redundant Systems. (09/17) Contractor shall provide Maintenance for a Redundant System on the exact same basis as for a primary System. All rights, obligations, warranties, and other Services which apply and extend to a primary System shall apply and extend to an equal extent to a Redundant System.
- 7.9 Other Standard Services. (09/17) Contractor shall, at no additional cost to the City, provide other standard Services which Contractor offers at no cost to its other customers.

- 7.10 Priority. (09/17) The following categories shall apply to a Maintenance Request by the City:

Table 8A: Definitions of Priority Levels

Priority Level	Description
1	The System, or a critical function, is not functioning properly, causing significant impact to City governmental operations, and no work-around acceptable to the City is available, or there are Errors that cause data to be lost.
2	A non-critical function or overall performance is materially impaired, or a critical function is not functioning properly, causing significant impact to City

	governmental operations, and a temporary work-around that is acceptable to the City is available.
3	A problem which does not materially impair the City's governmental operations but may impact noncritical work. The System is able to accomplish all functions, but not as efficiently as normal, or operations could be improved by correction of a minor Error.
4	The City requires information or assistance about System, such as questions about capabilities, installation, Configuration, operation, or cosmetic issues.

- 7.11 Response and Resolution Time. (09/17) Contractor shall respond to a Maintenance Request from City within the times specified in this Contract. Such Response Times shall be measured from the time the City requests Maintenance. Contractor shall provide Maintenance as outlined in this Section under the Response and Resolution Times set forth for specific priority levels in the table below.

Table 8B: Error Response and Resolution Commitments

Level	Response Time	Resolution Time	Status Update
1	1 hour	1 Business Day	Every 2 hours or as otherwise agreed
2	2 hours	3 Business Days	Every 8 hours
3	1 Business Day	10 Business Days or with next Software Upgrade	Weekly
4	5 Business Days	As mutually agreed	As mutually agreed

- 7.12 Management of Maintenance Requests. (09/17) All Maintenance Requests will be assigned a unique tracking number by Contractor. This unique tracking number will be referenced in all subsequent communications and status updates to the City. Initial responses for all Level 1 and Level 2 Maintenance Requests will be by telephone. Subsequent status updates may be by phone or email, whichever is deemed most appropriate by the City. Any intent to change the priority of a Maintenance Request, by either the City or Contractor, will require agreement by the other Party. Maintenance Requests will remain open and active until both Parties concur in writing that successful resolution has been achieved.
- 7.13 Escalation. (09/17) If the City is unsatisfied with Contractor's Response Time or Resolution Time, the following escalation procedure will apply:

- 7.13.1 The City shall notify Contractor in writing of its intent to escalate. This notice will be sent to Contractor's Maintenance contact. Upon receipt of this notice, Contractor will contact the City immediately to acknowledge the request and obtain more information.

7.13.2 If within twenty-four (24) hours after the notice of intent to escalate, the City is not satisfied with the response or resolution, the City will contact the following Contractor executives, in the order specified below, to resolve the problem:

Name	Title	Phone	Email

7.13.3 In the case of a Level 1 or Level 2 Error which is not resolved within the Resolution Time stated above, Contractor shall immediately provide expert personnel to resolve the Error, either on-site or by means of secure remote access, at City's option. All costs incurred in connection with on-site or remote support shall be borne by Contractor. Contractor shall work on the solution until the Error is resolved to the satisfaction of the City. If requested by the City, Contractor will provide a patch or workaround outside the normal release and quality assurance process, including telephone assistance with the implementation of the patch or workaround.

7.13.4 In the case of a Level 3 Error and the next Upgrade is scheduled to be released within ninety (90) Calendar Days of the Maintenance Request, then the Error shall be resolved by the subsequently scheduled release or a mutually agreed upon release schedule. If the Error cannot be resolved by the subsequently scheduled release, or within a mutually agreed upon release schedule, Contractor shall provide expert personnel off-site to resolve the Error. All remote access and off-site assistance shall be at no additional cost to the City. Contractor shall work on the solution until the Error is resolved to the satisfaction of the City. If requested by the City, Contractor will provide a patch or workaround outside the normal release and quality assurance process, including telephone assistance with the implementation of the patch or workaround.

7.14 Maintenance Remedies.

7.14.1 Failure to Meet Response and Resolution Times. (09/17) In the event Contractor fails to meet the Response and Resolution Times or the requirements for timely status updates within Table 7B for Level 1 or 2, or other timelines as mutually agreed by Contractor and the City, the Maintenance Fees for one month (or one-twelfth (1/12th) of the annual Maintenance Fees) shall be refunded to the City.

7.14.2 Remedies Not Exclusive. (09/17) In addition to any other remedies provided for in this Contract or at law or in equity, the City shall have the right to obtain one or more of the following non-exclusive remedies in the event of any failure of Contractor to meet Maintenance obligations: (a) suspension of payment obligations for Maintenance accruing during the period for which Contractor did not meet Maintenance obligations; (b) a refund of all Maintenance Fees paid by the City to Contractor for the period during which Contractor did not meet Maintenance obligations; and (c) notice to Contractor of Material Breach.

SECTION 8 TRAVEL

- 8.1 Reimbursement. (09/17) 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 physical or electronic copies of original receipts and any additional supporting documentation that may be appropriate. Reimbursement will be made based on the following guidelines:
- 8.1.1 Commercial Air Travel. (09/17) 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. When possible, air travel arrangements should be reserved at least seven (7) to fourteen (14) Calendar Days in advance. Direct billing for commercial air travel is NOT permitted; however, City may elect to arrange travel reservations on behalf of Contractor personnel. 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.
- 8.1.2 Rental Cars/Surface Transportation. (09/17) Contractor shall choose the most economical mode of transportation. Except when there is only one person traveling by rented auto, vehicle rental will be reimbursed based on a minimum ratio of one (1) compact auto per two (2) Contractor personnel. Reimbursement for vehicle rental will not be approved for Contractor 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 personnel. Direct billing for rental vehicles is not permitted. If the City's Project Manager chooses to provide a per diem for auto rental, such per diem shall be the same per diem as allowed for City employees. The City will reimburse Contractor for surface transportation such as taxicabs, shuttles, and mass transit, at actual cost when reimbursement requests are accompanied by original receipts.
- 8.1.3 Lodging. (09/17) Contractor shall arrange for lodging. The City will reimburse Contractor per individual for a daily lodging expenses based on GSA per diem rates; such per diem shall be the same per diem as allowed for City employees. GSA lodging allowances can be found at the U.S. General Services Administration website: <http://www.gsa.gov/perdiem>
- 8.1.4 Meal and Incidental Expenses (M&IE). (09/17) The City will provide per diem for each full day (eight hours) worked for Contractor 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. GSA per diem rates can be found at the U.S. General Services Administration website:
<http://www.gsa.gov/perdiem>

- 8.2 Non-reimbursable Expenses. (09/17) 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, gifts, haircuts, etc. Expenses incurred for travel to and from, and parking at, the departure airport are not reimbursable.

OPTIONAL – USE AS NEEDED

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SIGNATURE PAGE

(08/19)

Contractor represents that Contractor has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

This Contract constitutes the entire agreement between the City and Contractor and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City purchase order or Contractor quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

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.

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be executed.

ONLINE BUSINESS SYSTEMS, Inc.

Authorized Signature

Date

Printed Name and Title

Address: _____

Phone: _____

Email: _____

Contract Number: 3000XXXX

Contract Title: FIRE AND POLICE DISABILITY AND RETIREMENT Support and Maintenance of the FPDR Custom Database Application (Database).

CITY OF PORTLAND SIGNATURES

By: N/A Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: N/A Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

Exhibit A
Contractor's Price

SECTION 1 Pricing.

Maintenance and support	\$30,000 per year	\$35,000 per year
Development	\$130/hour (with increases capped at 3% per year)	

Exhibit B
Statement of Work

SECTION 1 SUMMARY

SECTION 2 SCOPE OF WORK

Contractor shall provide the following Services:

- a. Support
 - i. Respond to technical questions about the database
 - ii. Ensure support hours are 8:00am – 5PM Pacific time M-F
 - iii. Troubleshoot improperly functioning components
 - iv. Roll back or restore processed data
 - v. Provide “ad-hoc” SQL code to allow FPDR to isolate data during troubleshooting
- b. Maintenance
 - i. Maintain a locally testing environment
 - ii. Test database on updated versions of Windows and SQL server to ensure compatibility
 - iii. Test and deploy new components or functionality in DEV prior to deploying to Production
 - iv. Update underlying software to newer versions of software when required
- c. Programming system changes to respond to changes in:
 - i. Tax calculations,
 - ii. pension regulations,
 - iii. custom calculations and functions
- d. Flexibility
 - i. Use best practice software tools and platforms for database to sustain performance
 - ii. Identify new tools and platforms to sustain Database performance
- e. Portability
 - i. Provide a web portal that can work within the city software standards
 - ii. Identify future platform changes that might impact functionality of current system.
- f. Ensure data stability
 - i. Maintain clear database documentation
 - ii. Provide backup plan to ensure data can be restored if needed
 - iii. Test performance on Software and hardware city standards
- g. Secure confidential data
 - i. Authentication provided via Active Directory security groups.
 - ii. Authenticate to the webpage using Active Directory account
 - iii. Ensure the appropriate level of data encryption in the Database system
- h. Meet technology security standards

- i. Integration with SAP and text file inbound interfaces MS Office Applications, Crystal Reports, Create-A Check “check writing” software.
 - ii. Reporting needs using SQL Server Report Services allowing connection to Excel, MS Access and Crystal Reports software.
- i. Update and test operating system upgrades and system functionality
 - i. Meet city technology software and equipment standards
- j. Access to subject matter experts in custom database
 - i. Access to troubleshoot technical issues
 - ii. Access to create new or modify functionality
 - iii. Access to an expert within the office hours of the FPDR work hours
- k. Ability to refine/modify the database as needed to meet changing requirements
 - i. Update underlying software to newer versions of software when required
 - ii. Update/recommend hardware changes to maintain database performance and accessibility
- l. A stable database that runs efficiently.
- m. Prompt response to technology issues that affect the database.
 - i. Clear support hours for stated business hours
 - ii. Clear contact methods for afterhours support
 - iii. Hierarchy for levels of urgency for support requests
 - iv. Timeframes for response times per hierarchy of request
 - v. Timeframes for estimated resolution times

RESOLUTION NO. 539

WHEREAS, the Board of Trustees (Board) of the Bureau of Fire and Police Disability and Retirement (FPDR) determined that changes were necessary to the FPDR Administrative Rules to address the City of Portland's Vaccination Policy as a result of the COVID-19 virus pandemic; and

WHEREAS, on August 30, 2021, the City of Portland issued a vaccination policy requiring all City employees to be fully vaccinated for COVID-19 by October 18, 2021; and

WHEREAS, because the City of Portland is mandating the COVID-19 vaccine as a condition of employment; and

WHEREAS, in response to the City of Portland's Vaccination Policy, staff recommends the proposed amendments to Section 5.7.04 of the FPDR Administrative Rules; and

WHEREAS, proposed amendments to the FPDR Administrative Rules were posted on the FPDR website; and

WHEREAS, the Board has considered and recommends the amendments to Section 5.7.04 of the FPDR Administrative Rules as shown on Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, it is appropriate and in the public interest that the FPDR Administrative Rules be changed in response to the City of Portland's Vaccination Policy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees that Section 5.7.04 of the FPDR Administrative Rules be amended as shown on Exhibit "A".

ADOPTED by the Board of Trustees on the 28th day of September 2021.

Samuel Hutchison
FPDR Director



FIRE AND POLICE DISABILITY AND RETIREMENT City of Portland, Oregon



1800 SW First Ave., Suite 450, Portland, OR 97201 · (503) 823-6823 · Fax: (503) 823-5166

Samuel Hutchison, Director

fpdr@portlandoregon.gov

ADMENDMENT TO FPDR ADMINISTRATIVE RULES FOR COVID-19 CLAIMS SUBMITTED BY ACTIVE MEMBERS

In response to the City of Portland's Vaccination Policy dated August 30, 2021, requiring every position at the City of Portland to be fully vaccinated for COVID-19 by October 18, 2021, the FPDR Director hereby is publishing a policy and is proposing this amendment of the FPDR Administrative Rules to address this City requirement.

FPDR will present proposed administrative rules to FPDR's Board of Trustees to formally adopt at the next Board meeting, but this policy as described below will remain in effect in the meantime.

5.7.04 – CLAIM APPROVAL OR DENIAL

(4) COVID-19 Claims

- (a) Definition: the term "COVID-19 Exposed Employees" means Active Members of the FPDR Plan who are required by their work to have hands-on contact with members of the public or coworkers.
- (b) For COVID-19 Exposed Employees, the City will treat a diagnosis of COVID-19 as occurring at work, unless clear and convincing evidence indicates that it is not service connected.
- (c) For Active Members who take a COVID vaccine as required by the City of Portland's Vaccination Policy dated August 30, 2021, incur an adverse reaction, and file a complete application for disability benefits for the side effects of the vaccine, the City will treat the need for medical treatment and any time loss as occurring at work unless the preponderance of the evidence indicates that the vaccine was not a Significant Factor in causing the need for medical treatment or the inability to perform the Member's required duties. This provision is effective August 30, 2021.
- (d) Explanation: Claims filed by COVID-19 Exposed Employees who are diagnosed with COVID-19 will be compensable unless the City shows by clear and convincing evidence that it is not service connected. Such provision of medical

September 9, 2021

Exhibit "A"

benefits and time loss shall be consistent with statute, the FPDR Plan and/or FPDR's administrative rules or Charter.

- (e) For COVID-19 Exposed Employees who have not been diagnosed with COVID-19 but 1) come into contact at work with someone diagnosed with COVID-19, or develop symptoms at work consistent with COVID-19, as defined by the Center for Disease Control (CDC), and 2) the COVID-19 Exposed Employee seeks medical advice within a reasonable time of either known exposure or the development of symptoms, and then follow through within a reasonable time for testing for COVID-19 if recommended by the medical provider, will receive medical benefits and time loss. Such provision of medical benefits and time loss shall be consistent with statute, the FPDR Plan and/or FPDR's administrative rules or Charter.
- (f) Disability benefits will be paid to Active Members who are under a mandatory quarantine ordered under the authority of the Multnomah County Health Officer. Such provision of time loss shall be consistent with statute, the FPDR Plan and/or FPDR's administrative rules or Charter. The FPDR Plan does not permit reimbursement to Members for "room and board" costs incurred to quarantine outside of their home at alternative locations.
- (g) These Administrative Rules, 5.7.04 (5) (a) – (e), are effective immediately and will remain in effect until 180 days after any COVID-related State of Emergency declared by the Mayor expires.

State of FPDR

Fiscal Years 2019 – 2020 & 2020 - 2021



Fire and Police Disability and Retirement
September 28, 2021

We deliver peace of mind to our fire and police members and their survivors by providing disability and retirement benefits in a timely, compassionate and fiscally responsible manner.

What Happened Last Two Years

COVID

**Record number of
retirements**

What Happened Last Two Years

- City and FPDR offices closed in March 2020 due to COVID
- FPDR transitioned to an almost entirely remote work setting in just a days with no preparation
- Disability
 - **Converted to paperless processing of all new disability claims**
 - Created new admin rules for COVID disability claims
 - Processed and paid nearly three hundred COVID claims for members who tested positive or needed to quarantine
 - Began processing disability claims for PTSD and Heart/Lung conditions under new presumption statutes

What Happened Last Two Years

- Pension

- **Retired the most members ever in a single fiscal year**
- Designed and implemented a completely new virtual retirement process, meeting one-on-one with retirees using Zoom, Facetime and Microsoft Teams.
- Automated much of the pension estimate process

- Finance

- **Successfully managed the fund's financial health** during the greatest period of economic uncertainty in modern memory. This ensured the fund could withstand property tax revenue losses and higher-than-usual pension and disability costs associated with record retirement levels and COVID claims

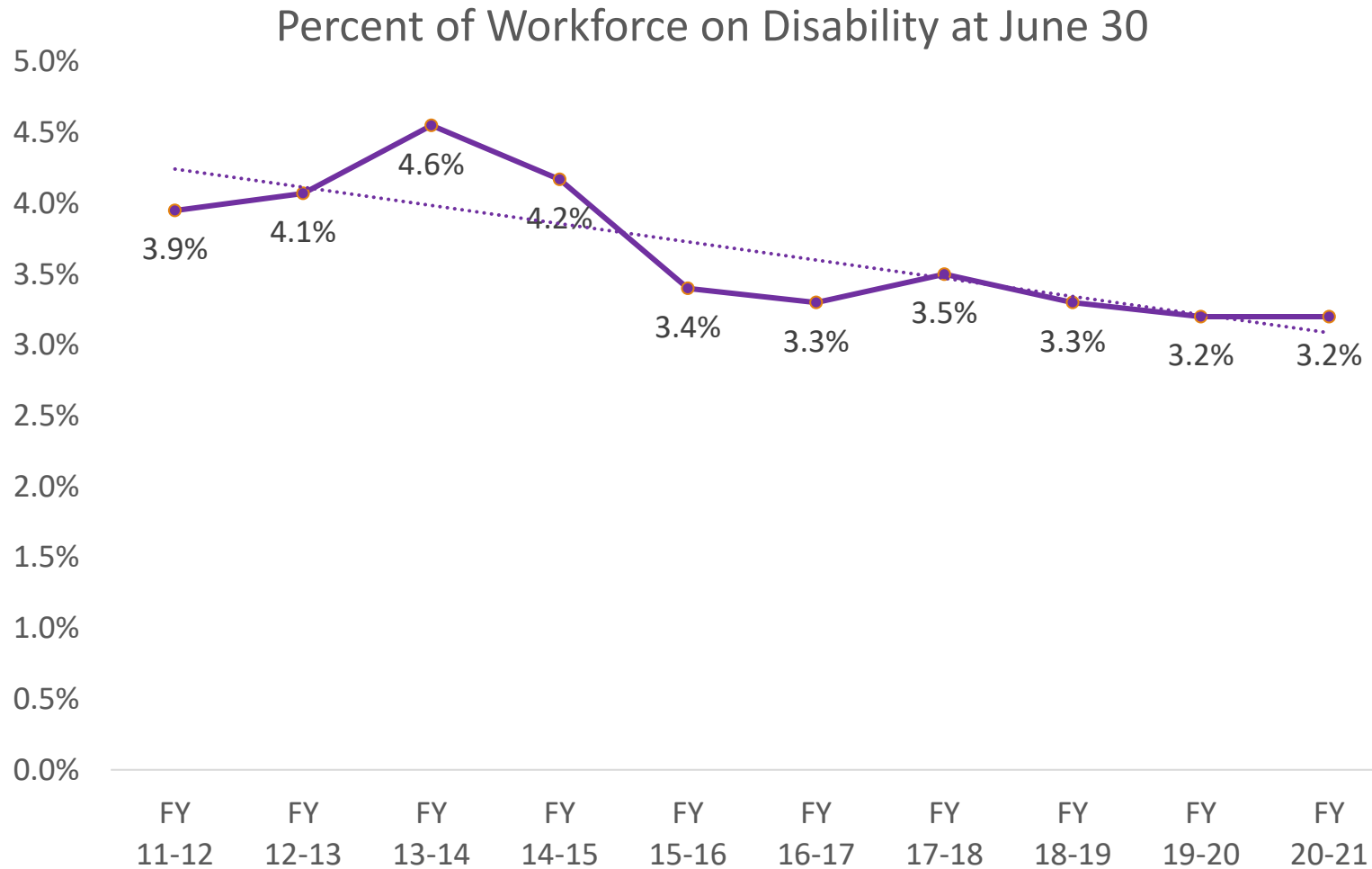
What Happened Last Two Years

- Technology
 - Converted to paperless processing of all new disability claims (digital claims processing)
 - Purchased new phone technology so our members would experience no change in service when they called the office
 - Introduced ability to securely share documents with members and medical providers
 - Encouraged members to use FPDR portal and provided training via phone
- Hired and trained new Business Systems Analyst and Financial Analyst
- Welcomed two new Trustees
- **Provided seamless service and continuous availability for our members**

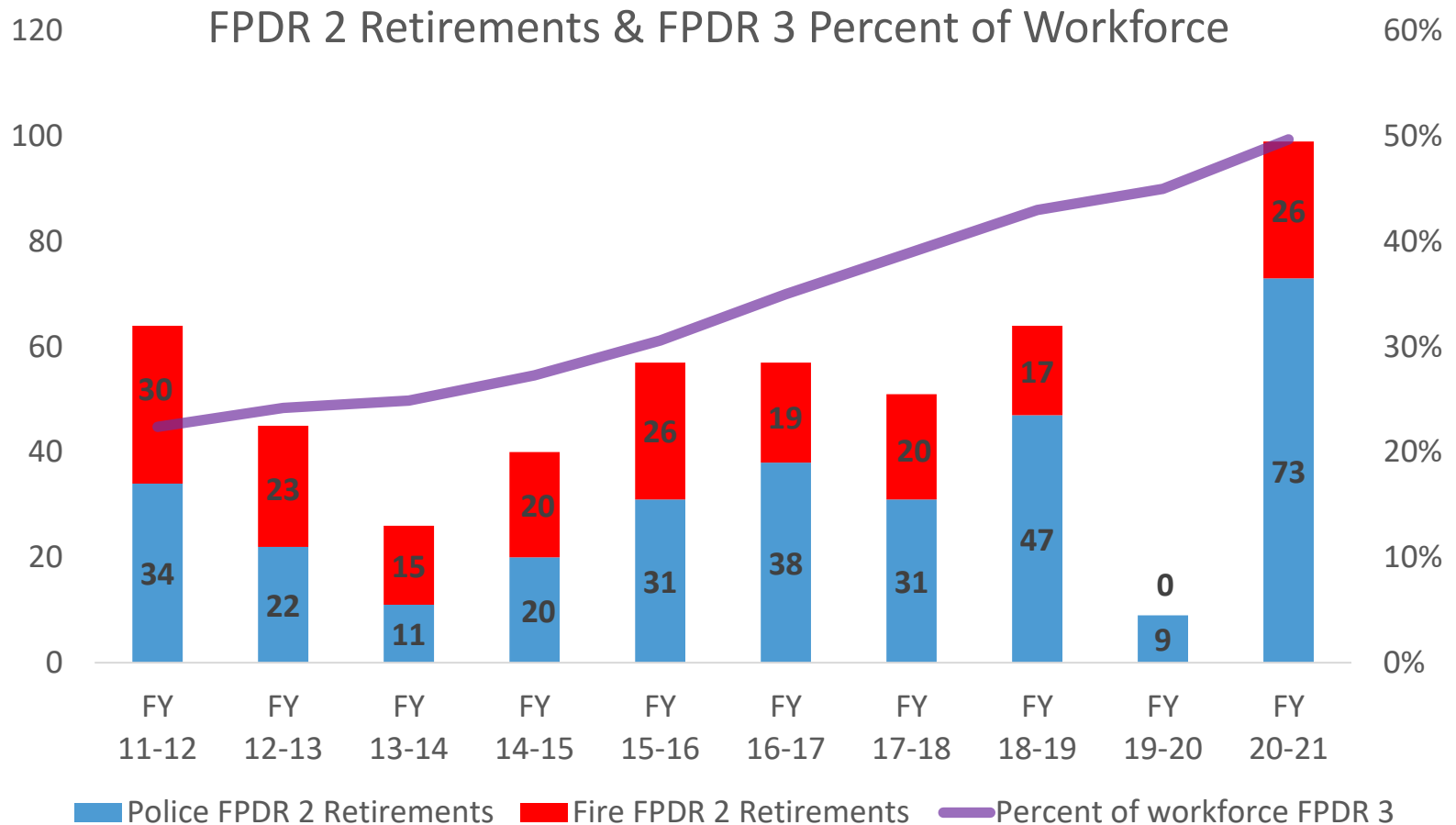
What's Happening This Year

- City offices including FPDR expected to open in first quarter of 2022
- Implementing Hybrid Work Model for staff
- Evaluating lease and office options
 - Present lease expires April 2022
- Renewing two technical contracts for the support of our Database
- Sending out RFP for Managed Care Organization (MCO) contracts which expire at year end
- Moving performance evaluations to an-line evaluation system

Key Performance Measures

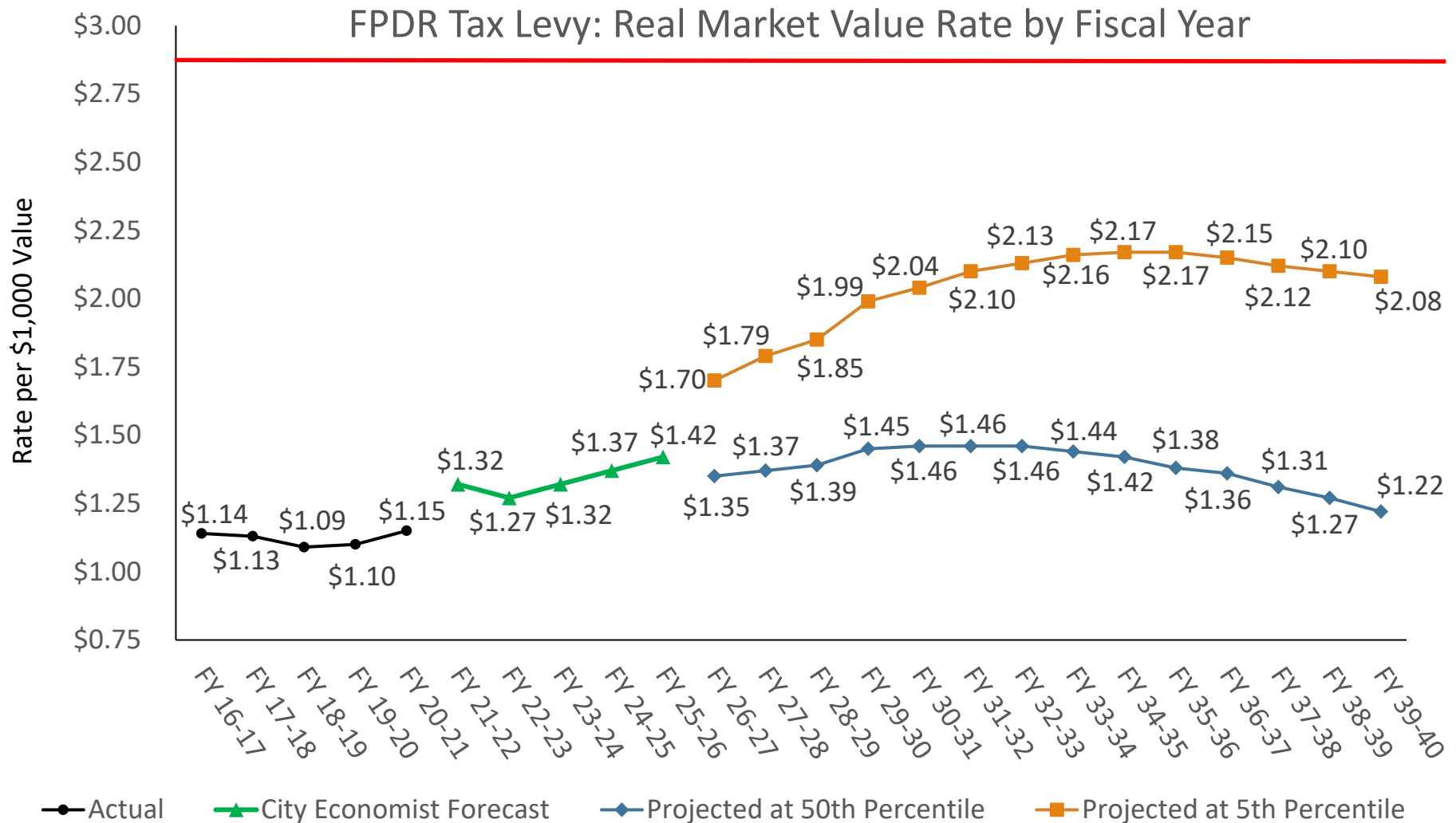


Key Performance Measures



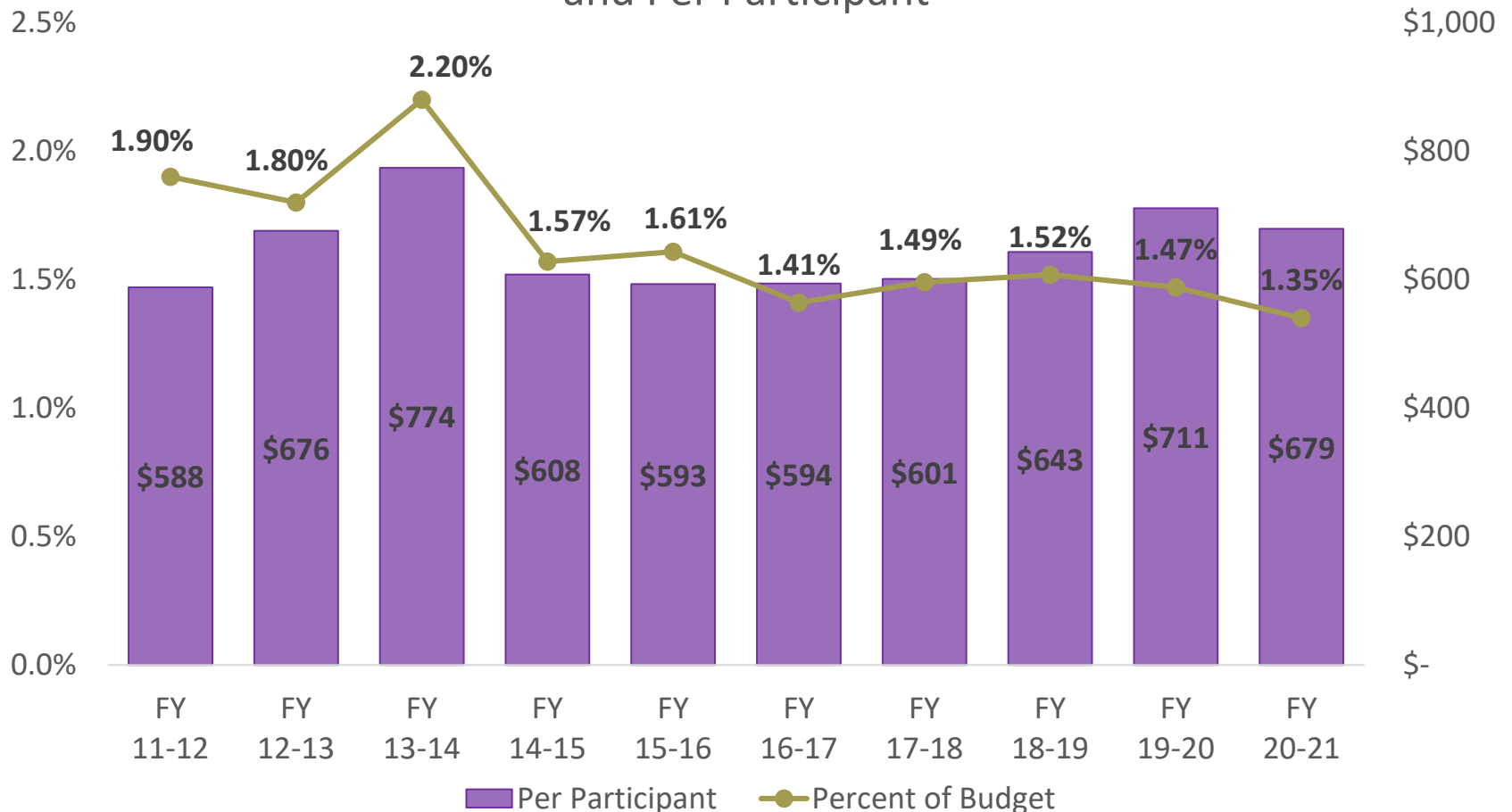
FPDR 3 members comprise a growing percent of the workforce
as FPDR 2 members retire

Key Performance Measures



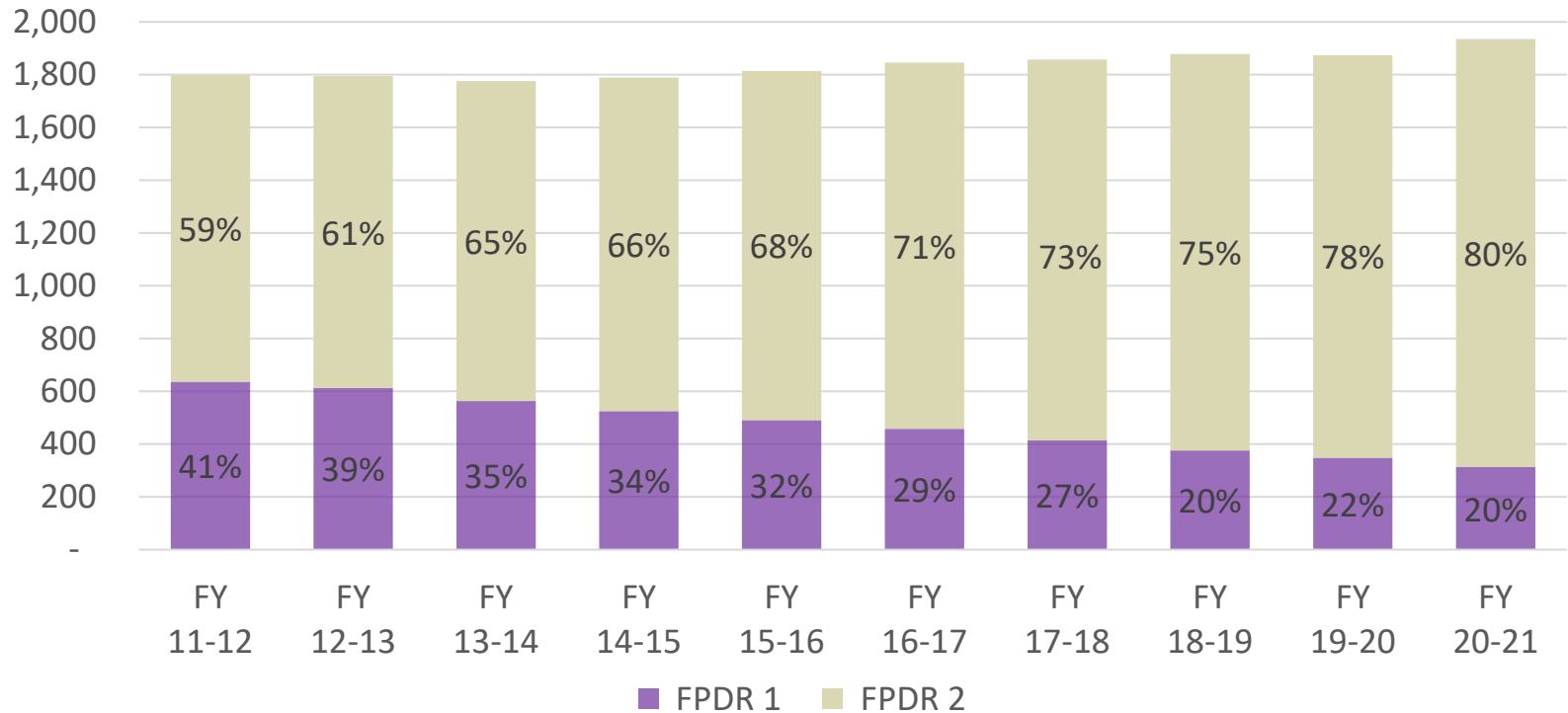
Key Performance Measures

Administrative Cost as Percent of Operating Budget
and Per Participant



Pension Program

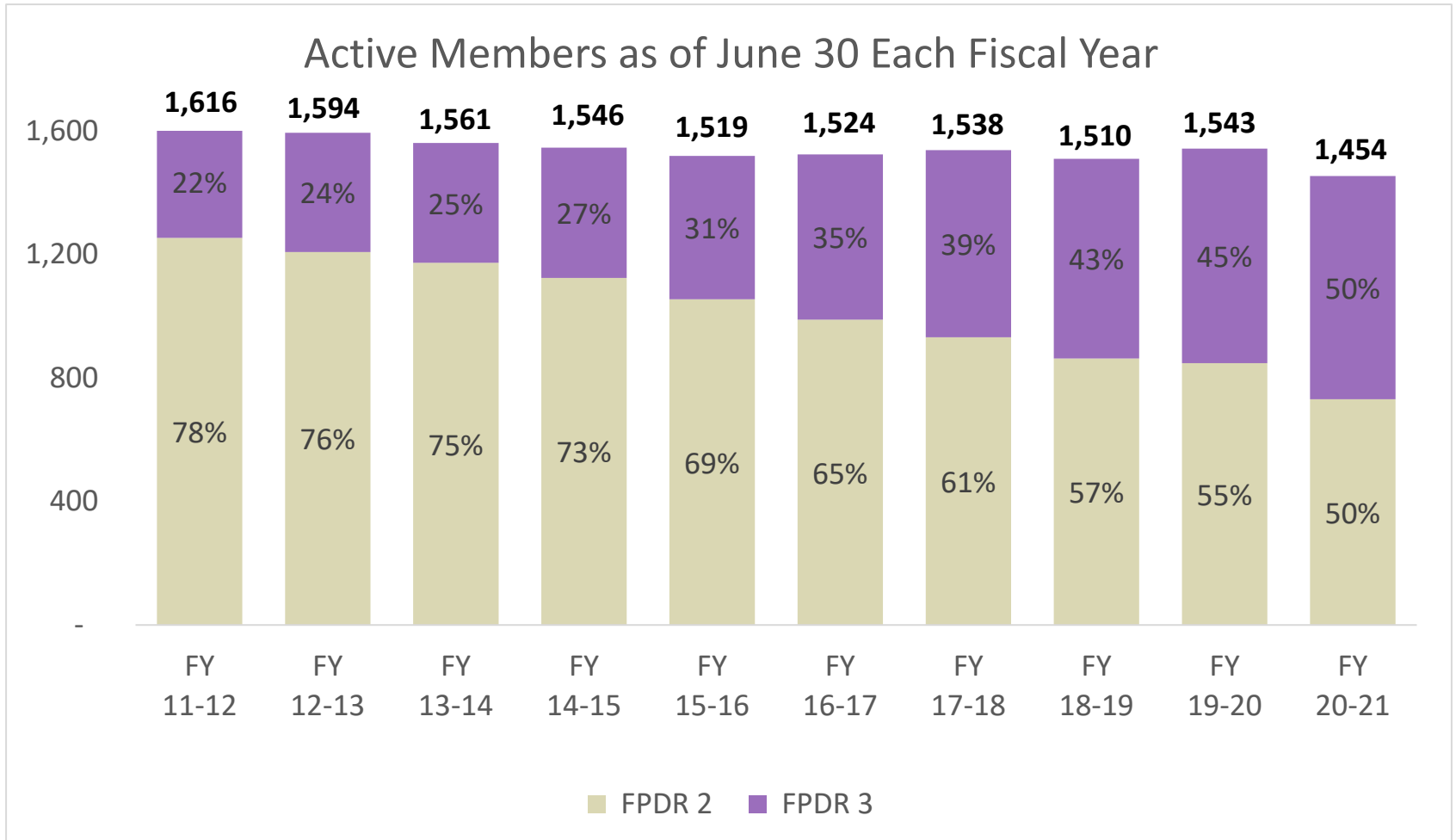
Pension Counts * as of June 30 Each Year



Year	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Total	1,798	1,795	1,776	1,789	1,814	1,846	1,857	1,878	1,874	1,935

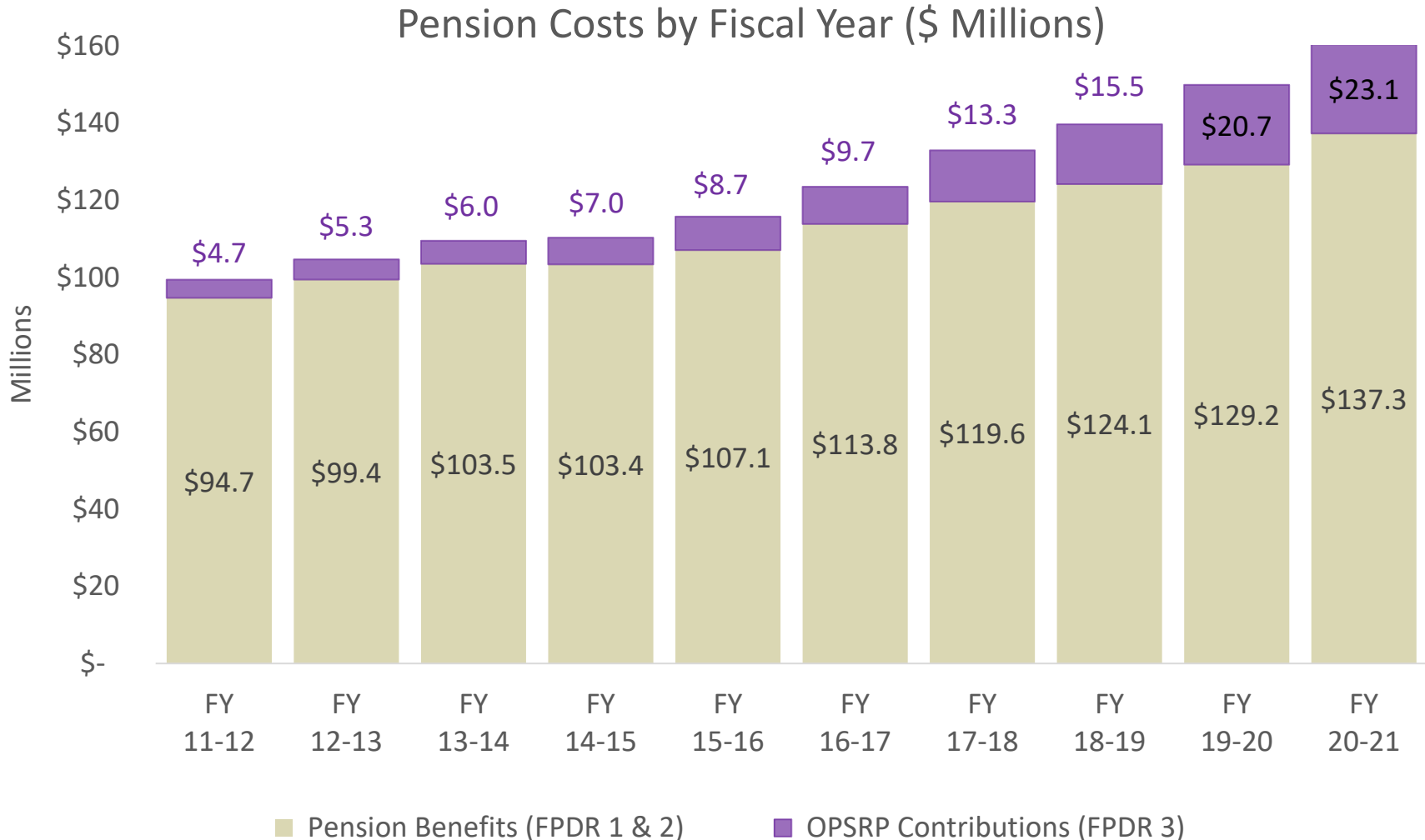
*Members, Survivors and Alternate Payees

Pension Program



OPSRP Contributions are Paid on FPDR 3 Member Wages

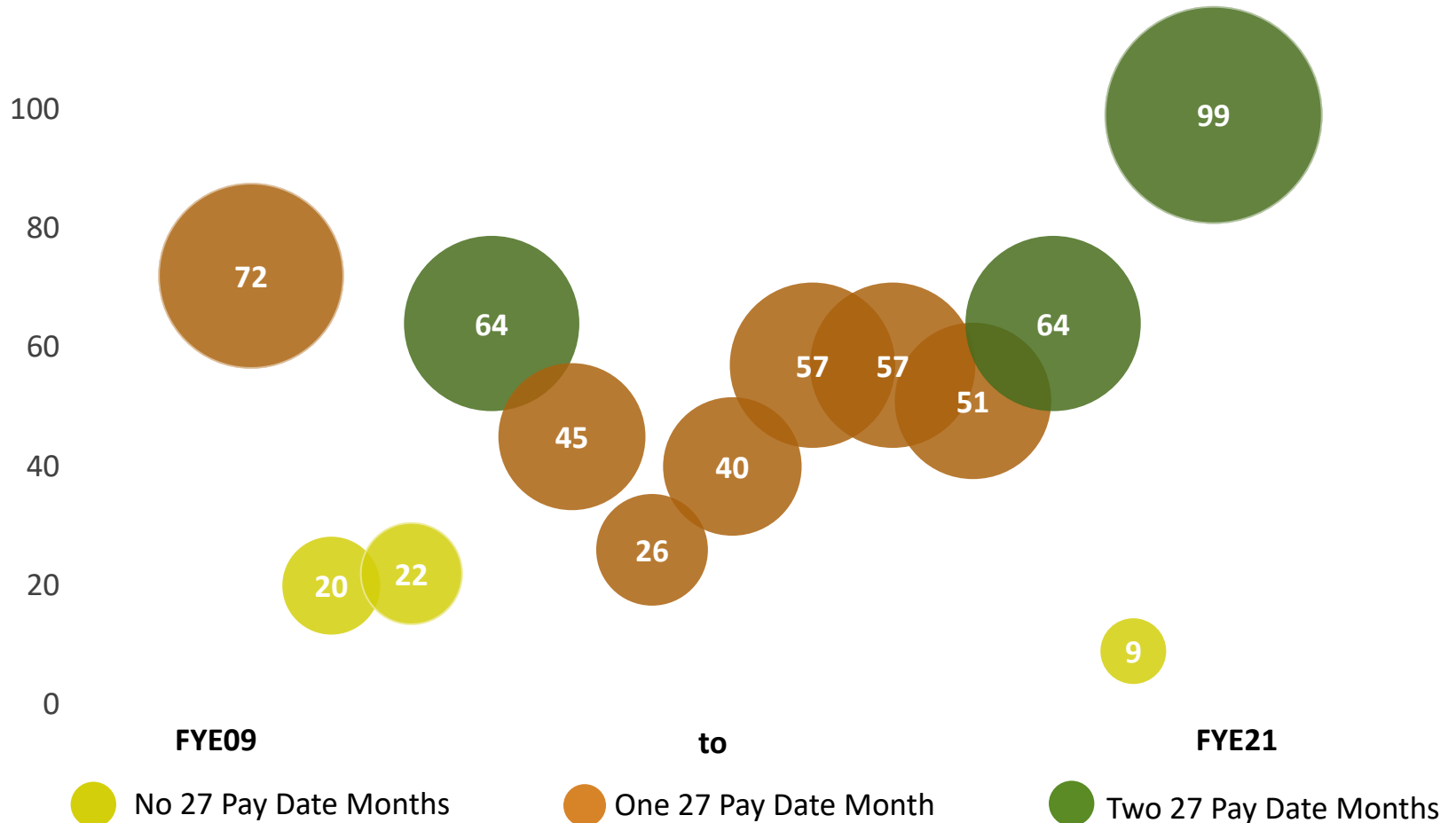
Pension Program



Pension Program

FY 20-21: A Record-Breaking Retirement Year

Service Retirements Since Creation of 27 Pay Dates



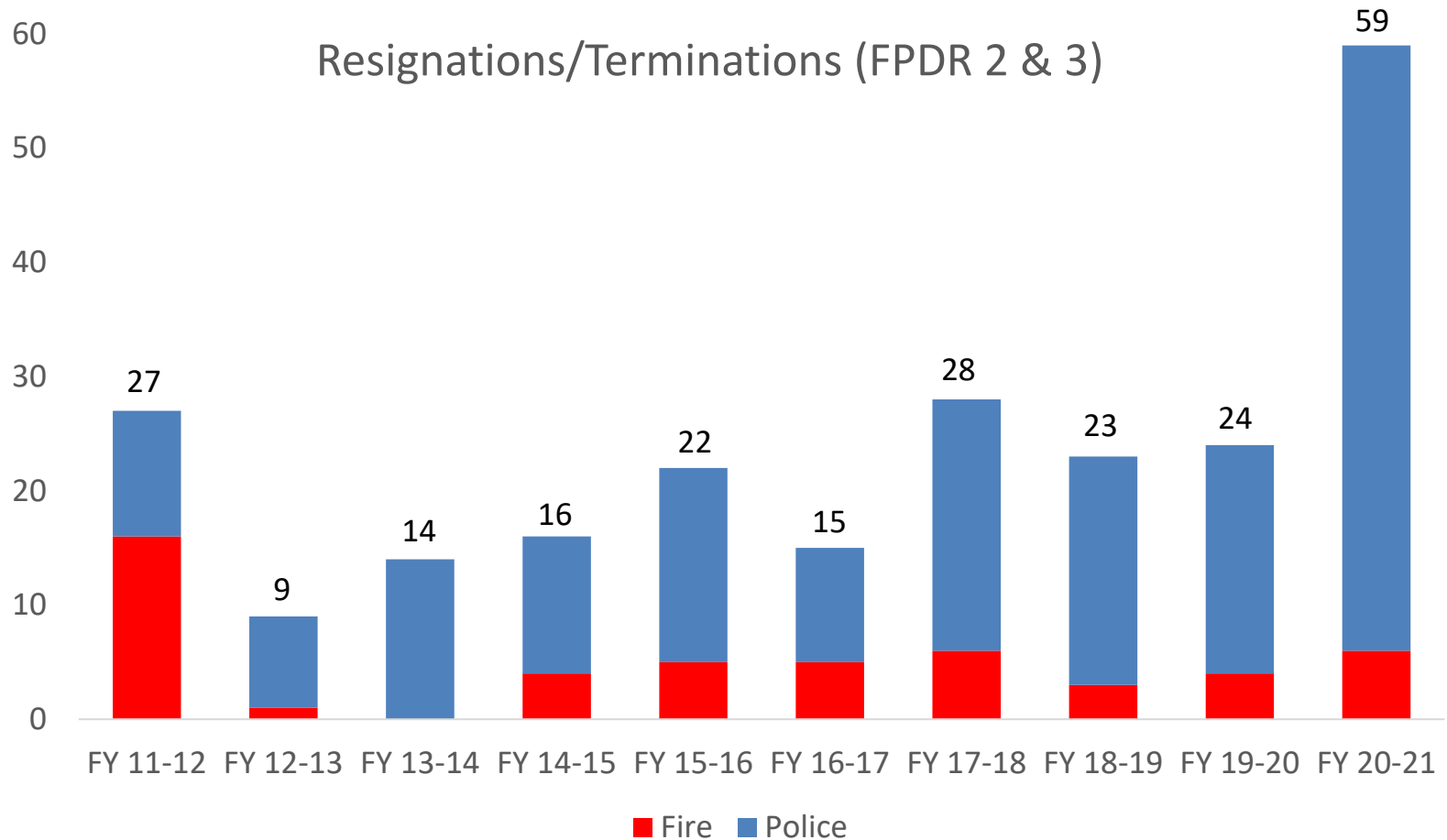
Pension Program

How Have We Retired Members During the Pandemic?

- 100% virtually!
- Designed and implemented a new virtual retirement process:
 - Created a secure portal for document exchange
 - Met members on whatever platform they were most comfortable with (Zoom, Facetime, Teams, Skype)
 - Witnessed signatures on camera to avoid use of notaries
 - Provided individual, hands-on assistance through the entire process via phone, email, and virtual meeting platforms

Pension Program

A Record Year for Resignations As Well



Disability Program Highlights

COVID CLAIMS

- Introduction of new administrative rules
- Staff prepared to handle expanded benefit
- Member notification
- Form requirements reduced to help members

NEW PTSD/ASD BENEFIT

NEW HEART AND LUNG PRESUMPTION

- Staff prepared to handle expanded benefits
- Member notification
- Focus on compassion for member experiences

MEDICAL MANAGEMENT

- Existing claims – administration continued
- Cancer and catastrophic injury claims
 - Compassion for member and their families
 - Costly

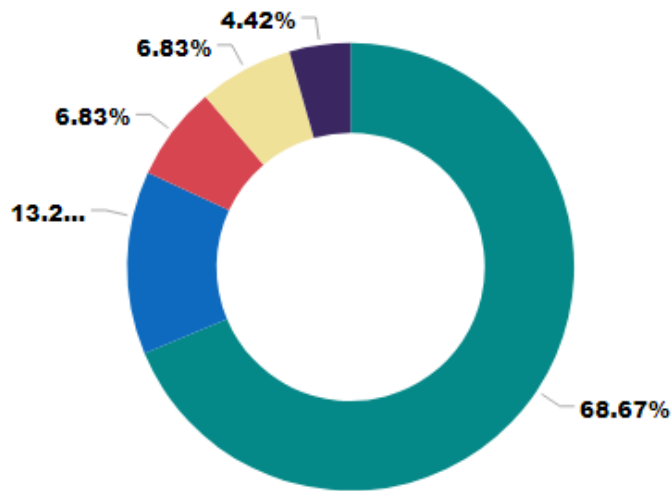
DIGITAL PROCESSING

- Implemented in March 2020
- Process continues

Disability Program

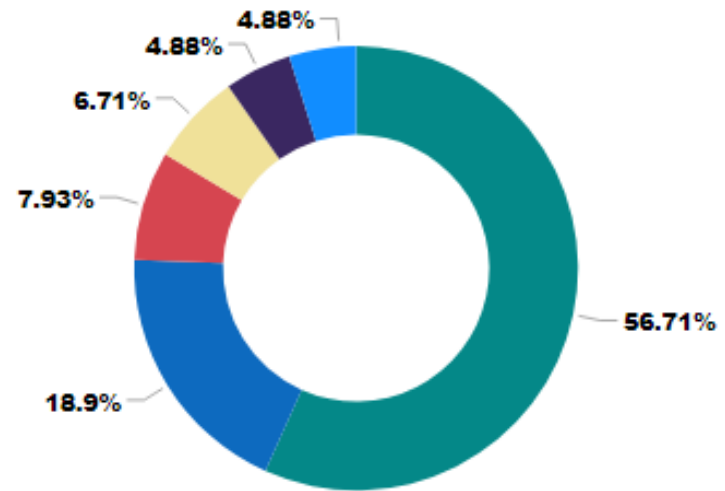
Injury Cause Overview

FIRE



- Pandemic
- In Lifting
- Over-Exertion
- Slip/Trip (No Fall)
- In Pulling or Pushing

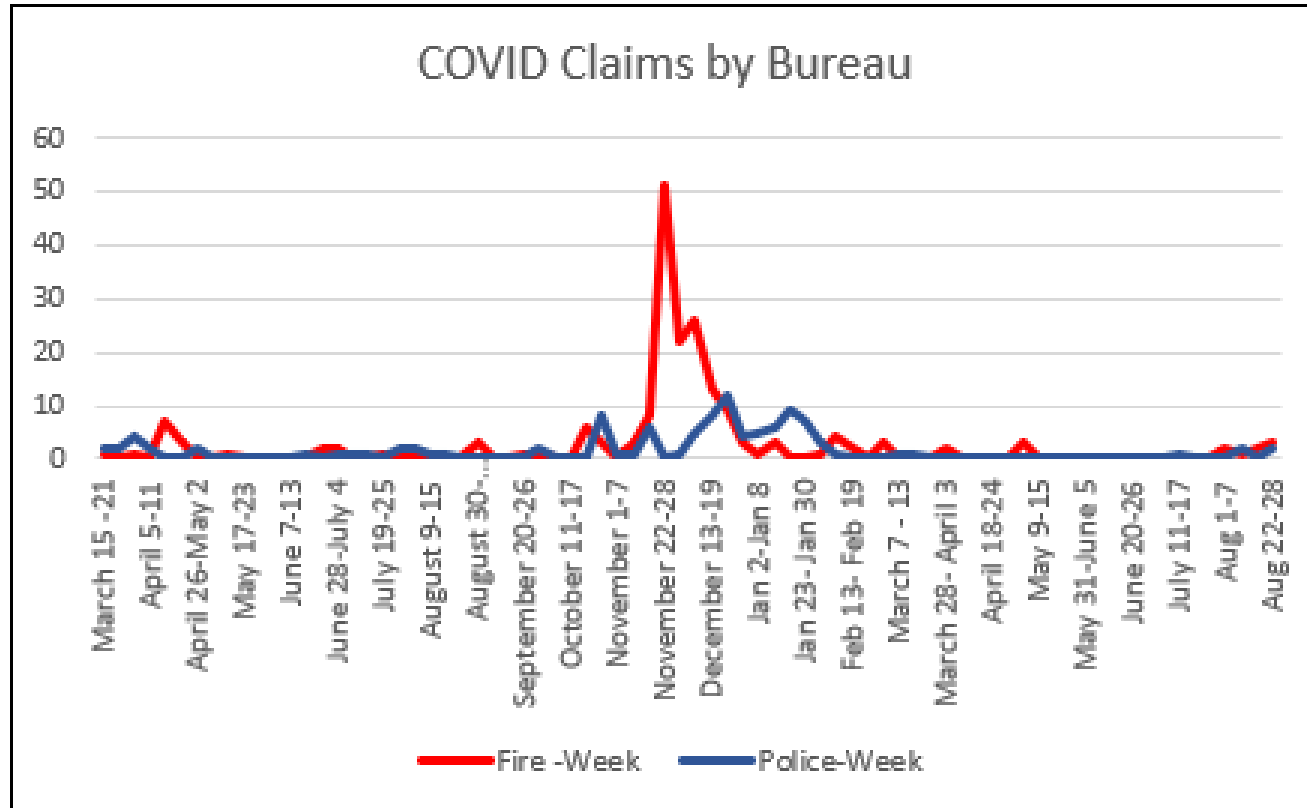
POLICE



- Pandemic
- Assault by Human/Alter...
- Over-Exertion
- Slip/Trip (No Fall)
- Mental Stress
- Motor Vehicle Accident...

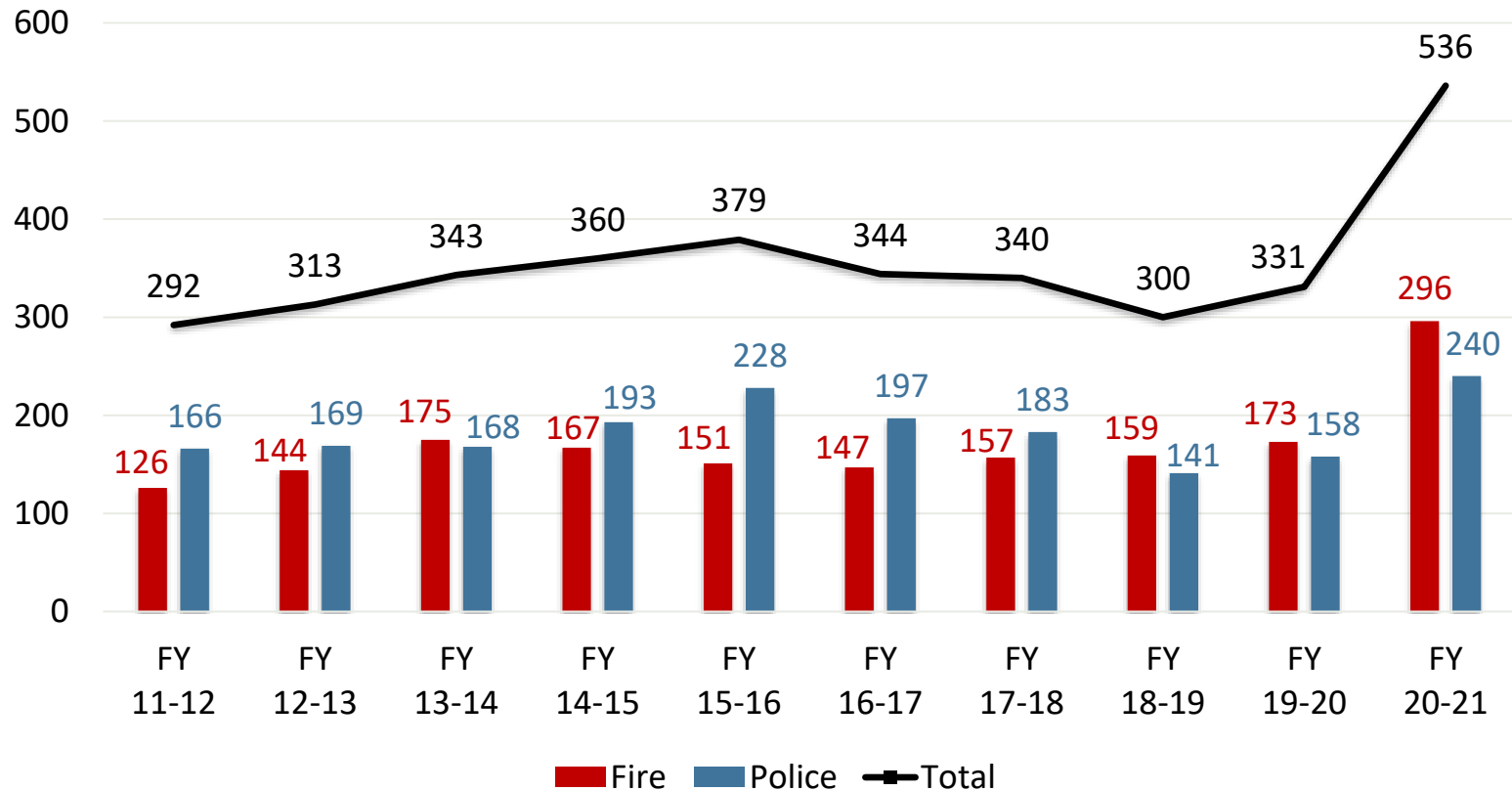
Disability Program

COVID Claims Received by
FPDR



Disability Program

Number of Claims Filed Per Fiscal Year



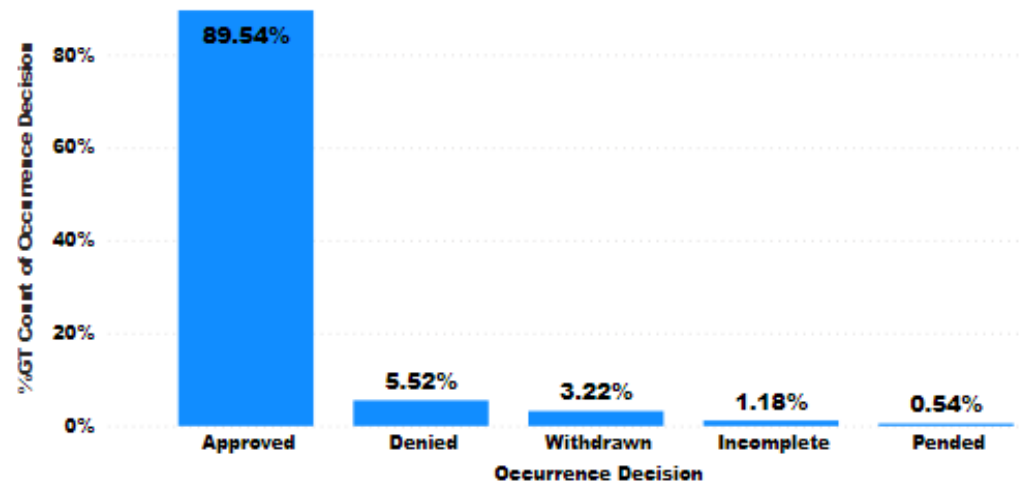
Fiscal Year	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Total Active Members	1,616	1,594	1,561	1,546	1,519	1,524	1,538	1,510	1,543	1,454

Disability Program

Approve / Deny Rates

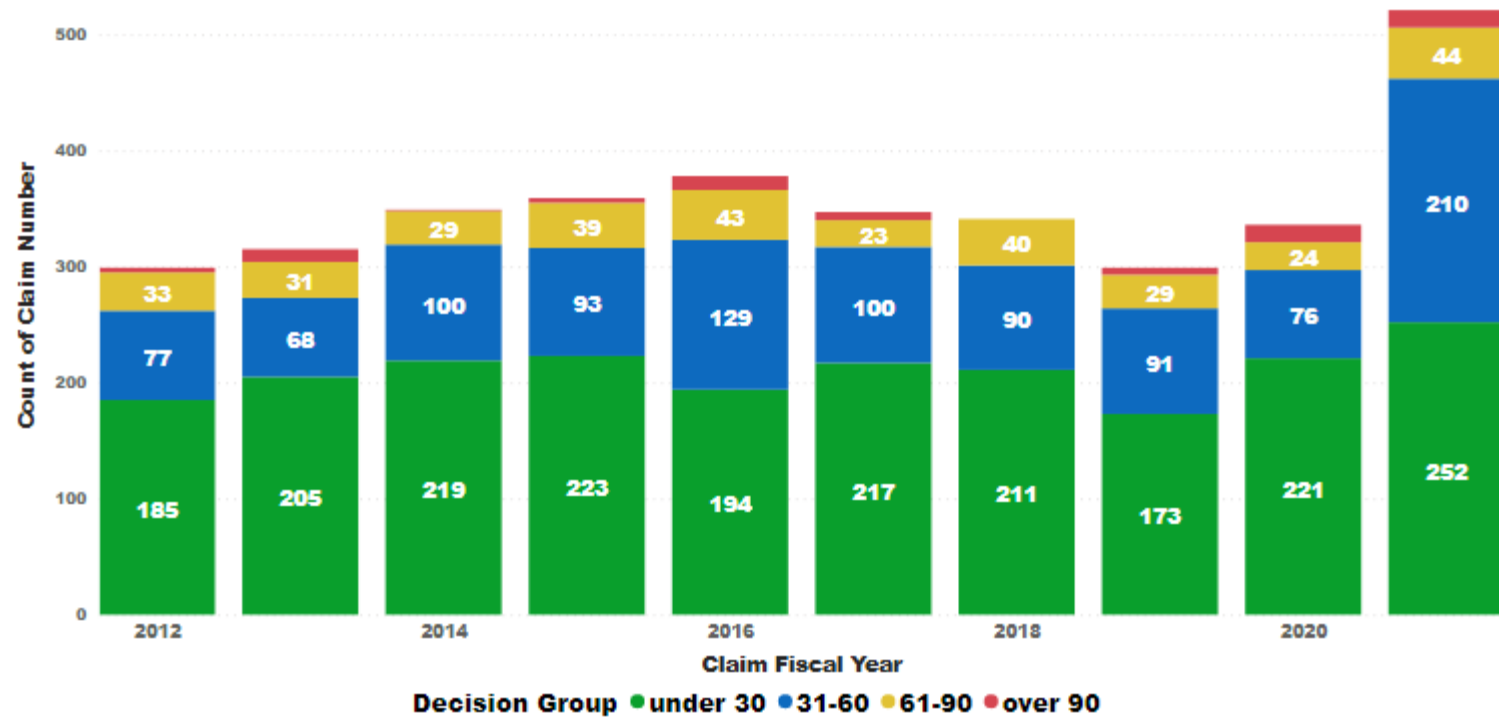
Claim Fiscal Year	Approved	Denied	Incomplete	Pended	Withdrawn	Total
2017	89.91%	6.92%	0.86%		2.31%	100.00%
2018	88.60%	6.14%	1.17%		4.09%	100.00%
2019	89.37%	5.32%	1.99%	0.33%	2.99%	100.00%
2020	84.96%	7.67%	0.88%		6.49%	100.00%
2021	92.91%	2.99%	1.12%	1.68%	1.31%	100.00%

Total Approve/Deny rates (2017 - 2021)



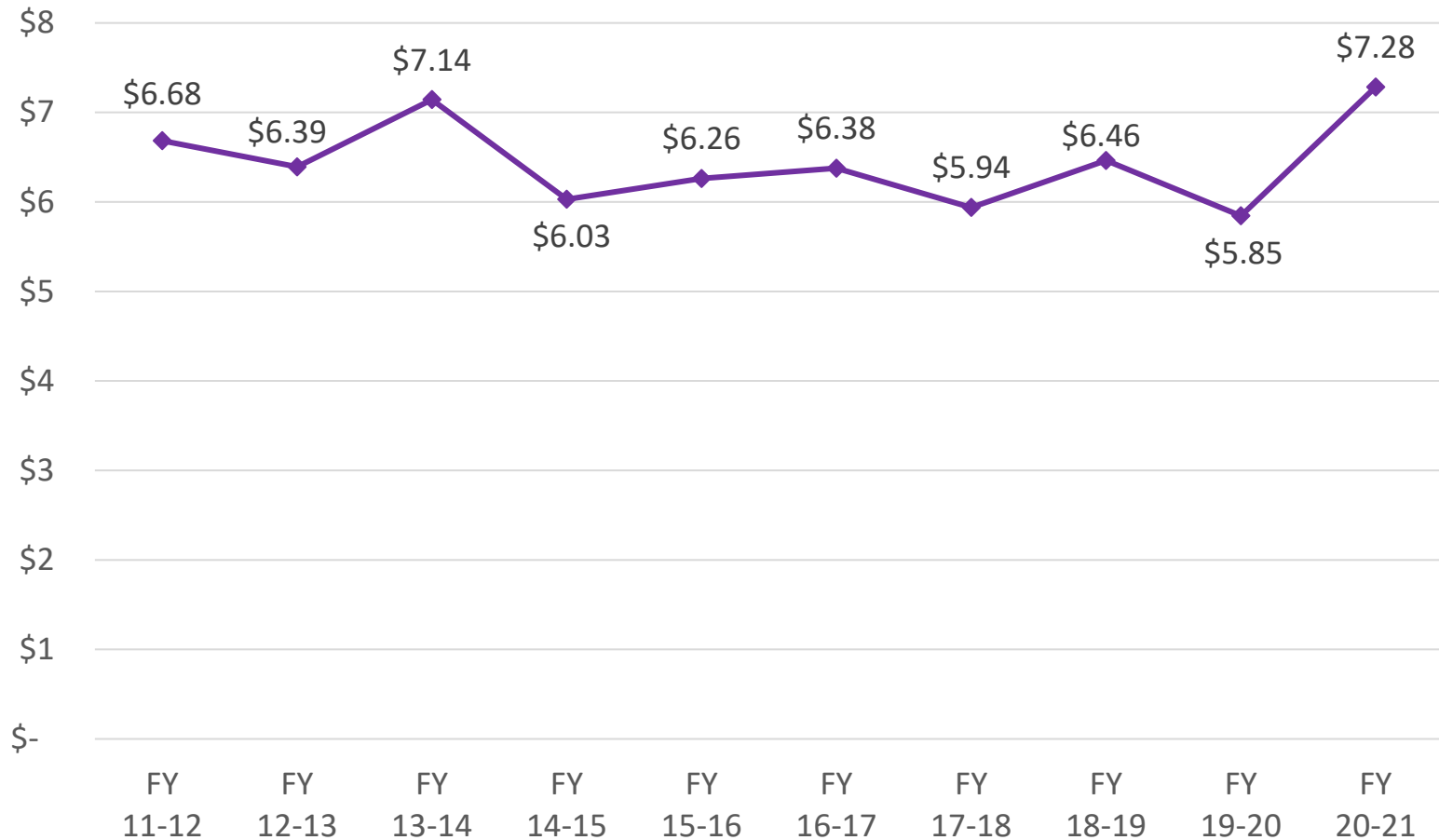
Disability Program

Days to Claim Decision by Fiscal Year

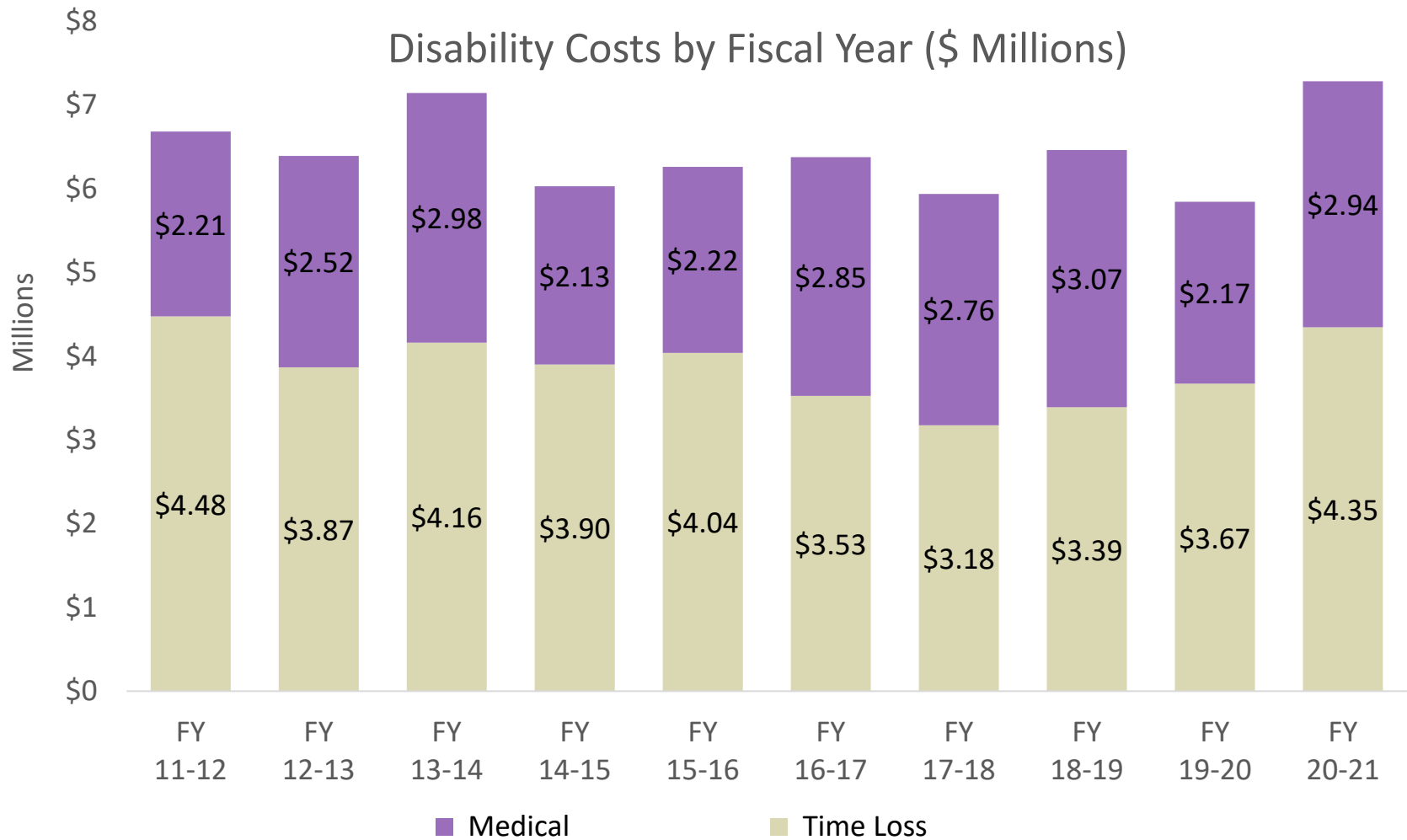


Disability Program

Total Disability Costs by Fiscal Year (\$ Millions)

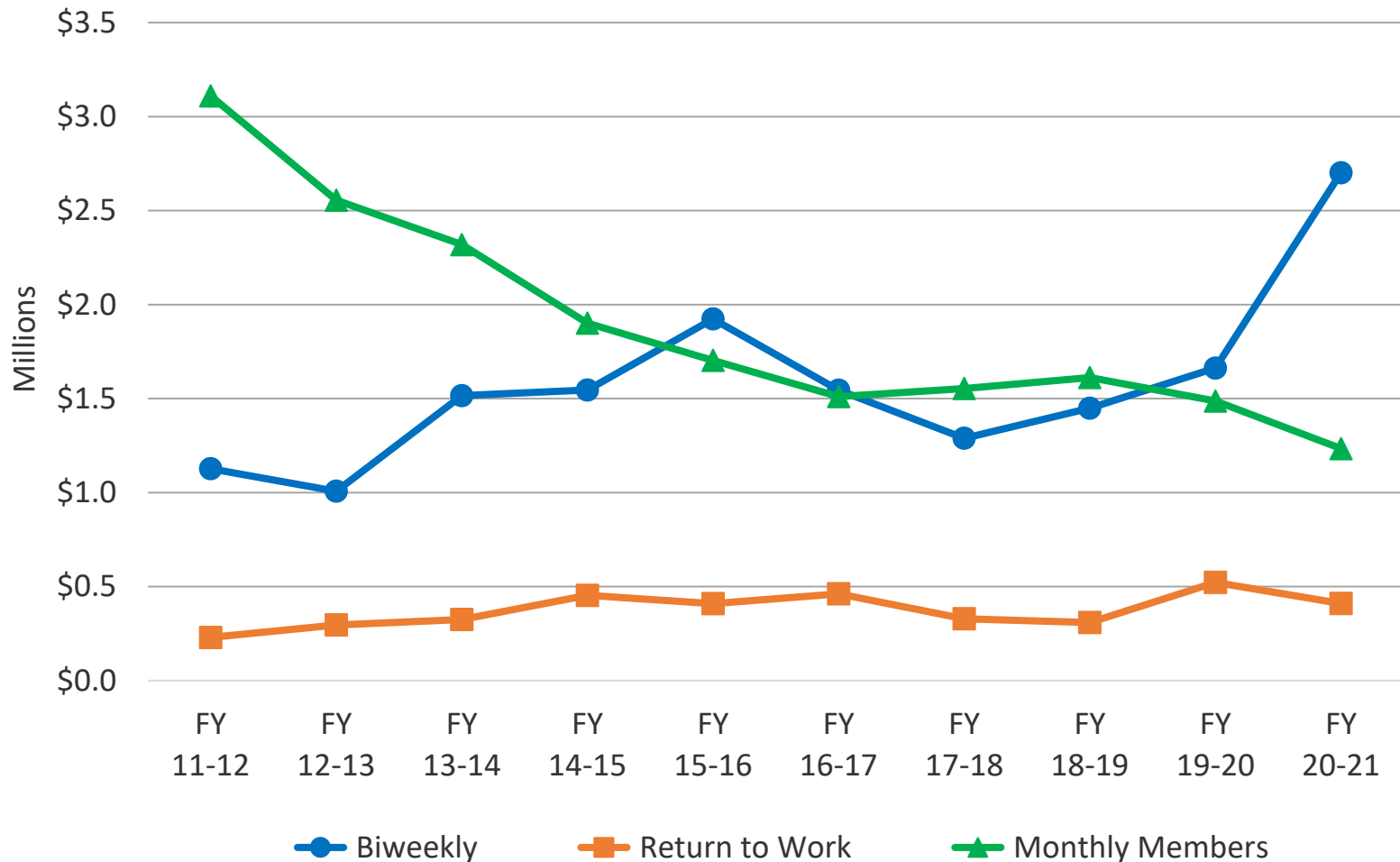


Disability Program



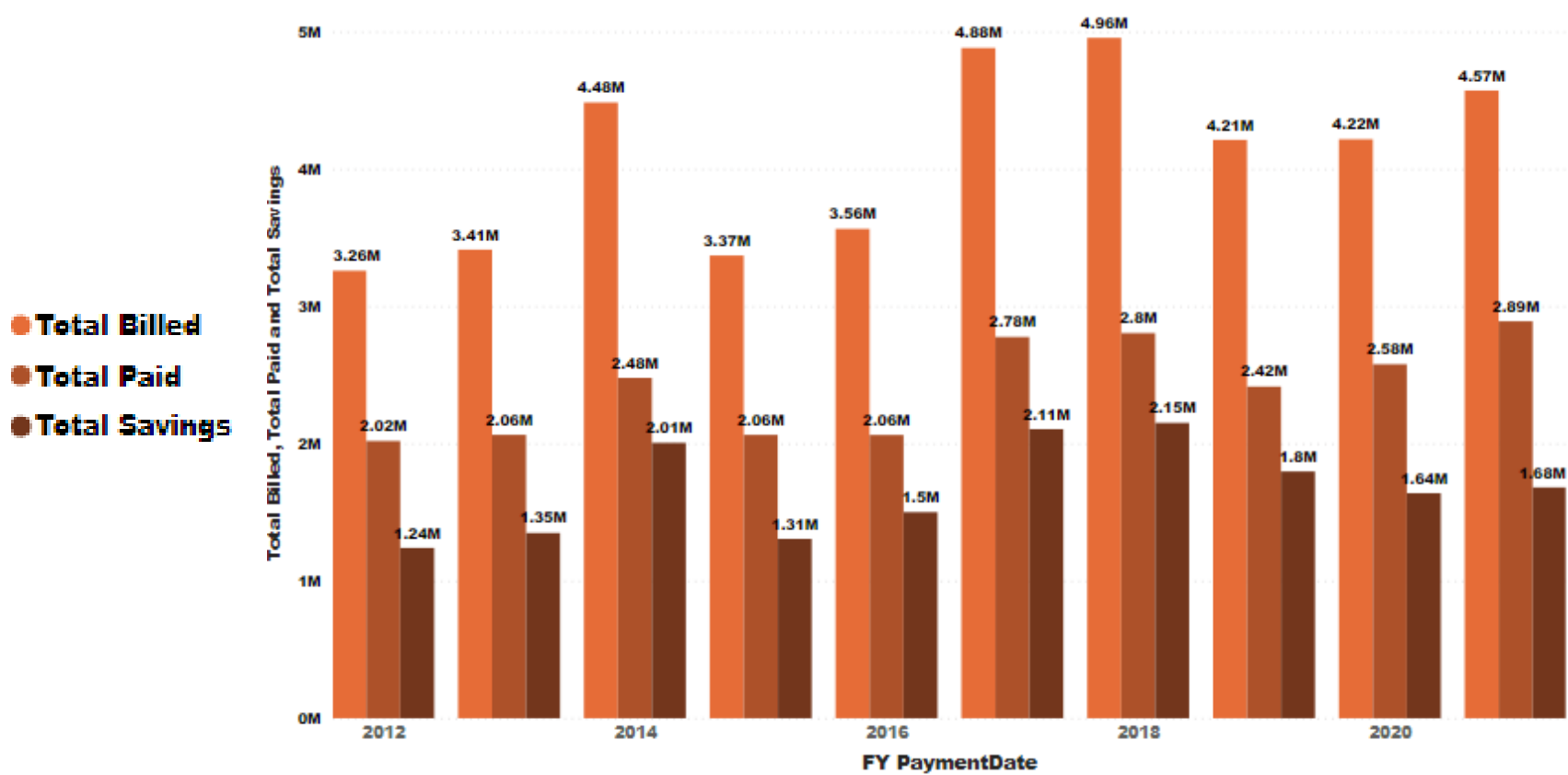
Disability Program

Time Loss Components by Fiscal Year



Disability Program

Medical Savings by Fiscal Year

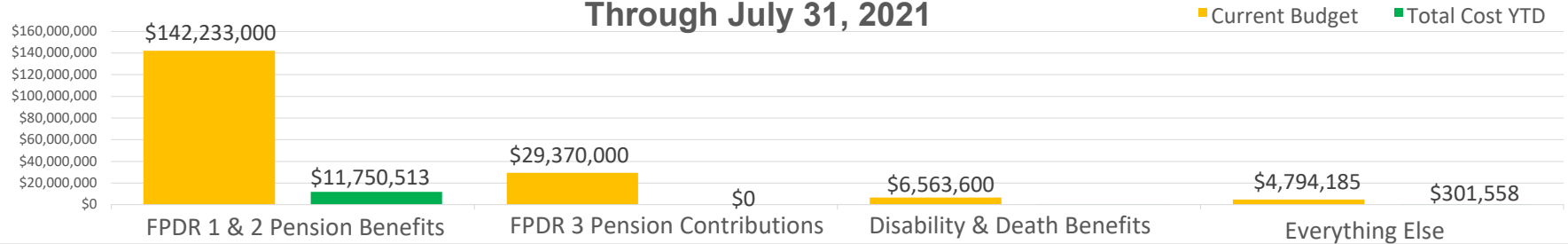


Labor Comments

Chiefs' Comments

Questions

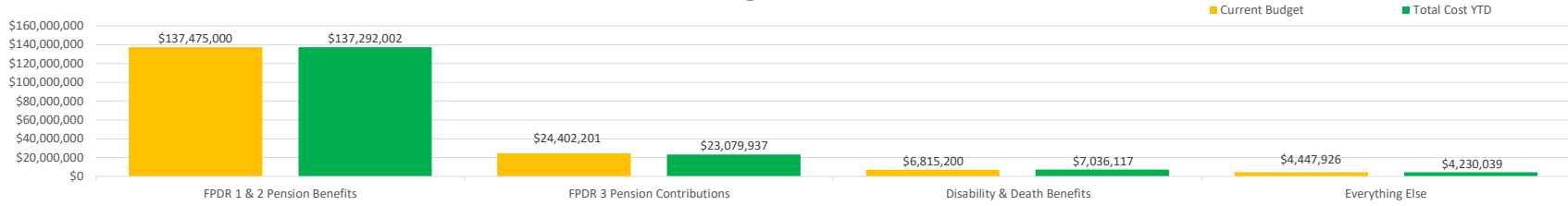
FY 2021-22 Budget to Actual YTD Through July 31, 2021



FY 2021-22 Budget to Actual YTD by Month

Mid Level Classification	Detail Classification	Original Budget	July	YTD Total
Revenues	Beginning fund balance	\$8,043,625	\$0	\$0
	Taxes	\$190,947,841	-\$1,076,969	-\$1,076,969
	Bond and note proceeds	\$60,470,000	\$38,542,500	\$38,542,500
	Miscellaneous Sources	\$409,000	-\$18,475	-\$18,475
	Interfund Cash Transfer Revenues	\$750,000	\$0	\$0
	Interagency Revenues	\$228,200	\$1,250	\$1,250
Revenues Total		\$260,848,666	\$37,448,306	\$37,448,306
Personnel	Personnel	\$2,665,674	\$195,392	\$195,392
Personnel Total		\$2,665,674	\$195,392	\$195,392
Ext. Mat. & Svcs.	Other External Materials & Services	\$771,350	\$63,012	\$63,012
	FPDR 1 & 2 Pension Benefits	\$142,233,000	\$11,750,513	\$11,750,513
	Disability & Death Benefits	\$6,563,600	-\$165,070	-\$165,070
Ext. Mat. & Svcs. Total		\$149,567,950	\$11,648,455	\$11,648,455
Int. Mat. & Svcs.	Other Internal Materials & Services	\$736,901	\$43,154	\$43,154
	FPDR 3 Pension Contributions	\$29,370,000	\$0	\$0
	Return to Work/Light Duty	\$545,260	\$0	\$0
Int. Mat. & Svcs. Total		\$30,652,161	\$43,154	\$43,154
Capital Outlay	Capital Outlay	\$75,000	\$0	\$0
Capital Outlay Total		\$75,000	\$0	\$0
Fund Expenses	Contingency	\$16,114,447	\$0	\$0
	Debt Retirement	\$60,886,741	\$15,000	\$15,000
	Interfund Cash Transfer Expenses	\$886,693	\$10,467	\$10,467
Fund Expenses Total		\$77,887,881	\$25,467	\$25,467

FY 2020-21 Budget to Actual Final



FY 2020-21 Budget to Actual YTD by Month

Mid Level Classification	Detail Classification	Original Budget	July	August	September	October	November	December	January	February	March	April	May	June	YTD Total
Revenues	Beginning fund balance	\$16,935,965	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Taxes	\$166,062,018	-\$573,181	\$469,659	\$367,635	\$215,541	\$111,969,411	\$40,218,750	\$2,815,172	\$1,280,646	\$4,633,128	\$742,436	\$703,882	\$5,465,312	\$168,308,393
	Bond and note proceeds	\$42,000,000	\$0	\$31,658,596	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,658,596
	Miscellaneous Sources	\$1,382,800	-\$54,972	\$33,992	\$37,209	\$15,027	\$21,430	\$136,267	\$93,806	\$70,868	\$71,543	\$42,594	\$25,865	\$90,599	\$584,229
	Interfund Cash Transfer Revenues	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Interagency Revenues	\$1,571,818	\$1,225	\$0	\$619	\$1,237	\$0	\$619	\$619	\$619	\$619	\$358,760	\$0	\$55,781	\$420,096
Revenues Total		\$228,702,601	-\$626,928	\$32,162,247	\$405,463	\$231,806	\$111,990,841	\$40,355,636	\$2,909,597	\$1,352,133	\$4,705,290	\$1,143,789	\$729,747	\$5,611,693	\$200,971,314
Personnel	Personnel	\$2,464,800	\$164,292	\$206,642	\$206,249	\$207,343	\$197,903	\$212,819	\$207,120	\$192,454	\$226,351	\$212,227	\$200,607	\$213,171	\$2,447,178
Personnel Total		\$2,464,800	\$164,292	\$206,642	\$206,249	\$207,343	\$197,903	\$212,819	\$207,120	\$192,454	\$226,351	\$212,227	\$200,607	\$213,171	\$2,447,178
Ext. Mat. & Svcs.	Other External Materials & Services	\$834,000	\$2,676	\$48,363	\$58,830	\$78,489	\$81,048	\$17,660	\$56,647	\$45,597	\$126,578	\$56,195	\$41,144	\$89,260	\$702,487
	FPDR 1 & 2 Pension Benefits	\$137,475,000	\$10,942,002	\$262,030	\$11,193,868	\$22,821,738	\$16,590	\$11,402,022	\$11,376,344	\$11,426,401	\$11,596,366	\$23,142,077	\$14,805	\$23,097,758	\$137,292,002
	Disability & Death Benefits	\$6,815,200	-\$46,682	\$545,286	\$560,872	\$560,610	\$492,483	\$889,111	\$504,851	\$744,583	\$583,281	\$560,028	\$409,850	\$1,231,843	\$7,036,117
	Ext. Mat. & Svcs. Total	\$145,124,200	\$10,897,996	\$855,679	\$11,813,569	\$23,460,837	\$590,121	\$12,308,793	\$11,937,841	\$12,216,582	\$12,306,225	\$23,758,301	\$465,800	\$24,418,862	\$145,030,606
Int. Mat. & Svcs.	Other Internal Materials & Services	\$689,226	\$43,572	\$42,163	\$54,380	\$41,035	\$56,107	\$52,170	\$43,225	\$27,385	\$85,111	\$18,592	\$42,652	\$163,592	\$669,984
	FPDR 3 Pension Contributions	\$24,402,201	\$0	\$0	\$0	\$0	\$2,856,860	\$0	\$0	\$3,575,393	\$5,351,373	\$0	\$0	\$11,296,311	\$23,079,937
	Return to Work/Light Duty	\$409,900	\$0	\$0	\$0	\$0	\$28,030	\$0	\$0	\$0	\$23,909	\$0	\$0	\$358,451	\$410,390
	Int. Mat. & Svcs. Total	\$25,501,327	\$43,572	\$42,163	\$54,380	\$41,035	\$2,940,997	\$52,170	\$43,225	\$3,602,778	\$5,460,394	\$18,592	\$42,652	\$11,818,354	\$24,160,311
Capital Outlay	Capital Outlay	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Total		\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fund Expenses	Contingency	\$11,518,151	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Debt Retirement	\$43,152,972	\$0	\$18,634	\$26,024	\$0	\$4,503	\$1,250	\$31,681,625	\$0	\$0	\$0	\$59,569	\$0	\$31,791,605
	Interfund Cash Transfer Expenses	\$891,151	\$11,035	\$11,035	\$11,035	\$11,035	\$15,397	\$11,035	\$11,035	\$11,035	\$11,035	\$11,035	\$15,402	\$11,037	\$141,151
Fund Expenses Total		\$55,562,274	\$11,035	\$29,669	\$37,059	\$11,035	\$19,900	\$12,285	\$31,692,660	\$11,035	\$11,035	\$11,035	\$74,971	\$11,037	\$31,932,756