

AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is between the City of Portland, Oregon, (City) and Columbia Information Systems, 333 S.W. 5th Avenue, Suite 200, Portland, Oregon 97204 (Contractor).

AGREEMENT:

I. SCOPE OF CONTRACTOR SERVICES

(1) The Contractor shall provide to the City those services set out in Exhibit A hereto. The Contractor shall provide the services specifically to the Human Resources Bureau.

(2) The Contractor shall provide the services set out in Exhibit A in accordance with the schedule set out in Exhibit B hereto.

II. COMPENSATION

(1) The City shall pay the Contractor for work performed under this Agreement after the effective date as set out in Exhibit B hereto. The payment shall be full compensation for all work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform the work and services.

III. BILLING AND PAYMENT PROCEDURE

(1) The Contractor's billing and City's payment procedures shall be as set out in Exhibit C hereto.

IV. EFFECTIVE DATE

(1) The Agreement shall be effective as of July 1, 1986.

V. EARLY TERMINATION OF AGREEMENT

(1) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

(2) The City, on 30 days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(3) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not cured the breach within 15 days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

VI. PAYMENT ON EARLY TERMINATION

(1) In the event of termination under Subsection V(1) or (2) hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(2) In the event of termination under Subsection V(3) hereof by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in Subsection (1) of this Section.

(3) In the event of termination under Subsection V(3) hereof by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in Subsection (1) of this Section, subject to set off of excess costs provided for in Section VII(1) hereof.

VII. REMEDIES

(1) In the event of termination under Subsection V(3) hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided under Exhibit C hereto, then the Contractor shall pay to the City the amount of the excess.

(2) The remedies provided to the City under Sections V and VII hereof for a breach by the Contractor shall not be exclusive. The City shall also be entitled to any other equitable and legal remedies that are available.

(3) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Sections V(3) and VI(2) hereof.

VIII. CITY PROJECT MANAGER

(1) The City Project Manager shall be Ron Potrue, Youth Services Coordinator, or such other person as shall be designated in writing by the Youth Services Coordinator.

(2) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

IX. COMPLIANCE WITH LAWS

(1) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state and local laws and regulations.

X. BUSINESS LICENSE REQUIRED

Contractor shall have a Business License as required by Section 7.06.010 of the City Code and shall provide the Human Resources Bureau with the Business License Number, unless the contractor is exempt under Section 7.06.030 of the City Code.

XI. INDEPENDENT CONTRACTOR STATUS

(1) The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.

(2) The Contractor and its employees are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

XII. MAINTENANCE OF RECORDS

(1) The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this Agreement.

XIII. AUDIT OF PAYMENTS

(1) The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the 3 year period established by Section XII(1).

(2) If an audit discloses that payments to the Contractor under Section II were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

XIV. INDEMNIFICATION

(1) The Contractor shall hold harmless, defend and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits brought against any of them arising from the Contractor's work under this Agreement.

XV. WORKERS' COMPENSATION INSURANCE

(1) The Contractor shall provide workers' compensation coverage for all persons employed in performing the services under the Agreement, in accordance with ORS 656.001 to 656.794, either as:

- (a) A carrier-insured employer; or
- (b) A self-insured employer as provided by ORS 656.407.

Evidence of such coverage shall be filed with the City and maintained for the duration of this Agreement.

(2) Independent contractor recognizes that if employees are used in the performance of the contract, that Independent Contractor is subject to the requirements and sanctions of ORS Chapter 656, "Workers Compensation."

(3) The Contractor shall hold harmless, defend and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide workers' compensation coverage.

XVI. SUBCONTRACTING AND ASSIGNMENT

(1) The Contractor shall not subcontract its work under this Agreement, in the whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding City approval of a subcontractor, (a) the Contractor shall remain obligated for full performance hereunder, and (b) the City shall incur no obligation other than its obligations to the Contractor hereunder.

XVII. OREGON LAW AND FORUM

(1) This Agreement shall be construed according to the law of the State of Oregon.

(2) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

CONTRACTOR: _____

BY: _____

DATE

APPROVED AS TO FORM:

CITY OF PORTLAND

BY: _____
COMMISSIONER OF PUBLIC UTILITIES

DATE

BY: _____
AUDITOR OF THE CITY OF PORTLAND

DATE

Exhibit A: Scope of Contractor Services

A. The Contractor shall provide the following general services:

Contractor shall provide services as described in Exhibit D.

EXHIBIT B**SCHEDULE**

The Contractor shall provide the services set out in Exhibit A in accordance with the following schedule:

12 monthly reports for each of 5 Youth Service Centers (YSC), one alcohol and drug treatment program, and for the YSC Coordinator including:

- year to date intake summaries including client characteristics data;
- monthly service delivery summaries for each client;
- monthly breakdown of service types and amounts by each YSC;
- monthly profile of client status at termination for each YSC client.

1 mid-year and year end summary report to YSC's, Coordinator, and Drug and Alcohol Program.

EXHIBIT C

CONTRACTOR'S COMPENSATION

The City shall compensate the Contractor on the following basis:

The Contractor may request, and will be extended an advance of 4,000 upon execution of the Contract.

The Contractor will bill the City and be reimbursed for services on the following schedule:

End of 1st Quarter - \$4,000

End of 2nd Quarter - \$4,000

End of 3rd Quarter - \$2,000

End of 4th Quarter - \$2,000

This contract is not to exceed \$16,000 for services described.

Exhibit D

June 18, 1986

B. SPECIFIC SERVICES

In providing the general services described above, the Contractor shall provide not less than the following specific services:

1. Generate 12 monthly reports for each of 5 youth service centers, for one alcohol and drug treatment program, and for the overall system, including:
 - year-to-date intake summaries, including client characteristics data
 - monthly service delivery summaries for each client
 - monthly breakdown of service types and amounts by each youth service center
 - monthly profile of client status at termination for each youth service center
2. Provide 1 mid-year and 1 year-end report giving a breakdown of intakes of the following service codes
 - counseling (codes 2, 3, 4, 5, and 15) broken down into individual, group, and family counseling, and parent education
 - casual labor placement (code 9)
 - permanent placement (code 19)
 - big brother/big sister (code 11)
 - educational assistance (codes 12, 13, 14, 16)
 - victim compensation (code 17)
 - community service (code 18)
 - neighborhood accountability board (code 25)
3. Enter data on a monthly basis into the Client Tracking System; and deliver uncleaned monthly data runs and cleaning assistance to the YSC Coordinator, within ten working days of receipt of YSC intake and service delivery forms.

4. Distribution and review of 1 mid-year and 1 year-end summary report to youth service center directors and alcohol/drug treatment center director, or director designees, within ten working days of receipt of all of the December intake and service delivery forms, in the case of the mid-year report, and receipt of all the June forms, in the case of case of the year-end report.
5. Two on-site consultations with each of 5 YSC directors and 1 alcohol/drug treatment center director, or director designees, as requested by the YSC Coordinator.

ORDINANCE NO. 158755

An Ordinance authorizing a contract with Columbia Information Systems, under the Human Resources Bureau, AU 380, Youth Service Center Administration, to continue development of the Youth Service Center data base and to continue the computerized service delivery reports for the period July 1, 1986 through June 30, 1987; authorizing expenditures in the amount not to exceed \$16,000, authorizing the drawing and delivery of warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Service and program outcome information is needed to insure quality services to youth through the City's five neighborhood Youth Service Centers and drug and alcohol projects.
2. In FY 83/84 the Human Resources Bureau completed an open bid process and selected Columbia Research Center, now known as Columbia Information Systems, to design and develop service delivery reports about the Youth Service Centers.
3. It is most efficient and effective for Columbia Information Systems to continue with the implementation of the service delivery report system for the Youth Service Centers.
4. Funds for the contract have been budgeted and are available in the City FY 1986-87 Human Resources Bureau, AU 380, Youth Service Center budget.
5. It is therefore appropriate that the Commissioner of Public Utilities and the City Auditor execute, on behalf of the City, a contract with Columbia Information Systems in the amount not to exceed \$16,000 to continue Youth Service Center service delivery reports.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Utilities and City Auditor are hereby authorized to execute on behalf of the City a contract with Columbia Information Centers in an amount not to exceed \$16,000 to continue Youth Service Center service delivery reports under the Human Resources Bureau, Youth Service Center Administration, AU 380, for the period July 1, 1986 through June 30, 1987 as set forth in Exhibit A.

ORDINANCE No.

- b. The Mayor and Auditor are hereby authorized to draw and deliver warrants chargeable to the 1986/87 budget (BUC 38400011) when demand is presented and approved by the proper authorities.

Section 2. The Council declares that an emergency exists because the continuation of these services should not be interrupted; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JUL 10 1986**

Commissioner Strachan
RJ:R. Potrue/nlm
July 1, 1986

Jewel Lansing
Auditor of the City of Portland

By

Doris E. Chasney
Deputy

INTRODUCED BY

Commissioner Strachan

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities

Works

BUREAU APPROVAL

Bureau:

Human Resources Bureau

Prepared By:

Date:

R. Potrue:nlm

7/1/86

Budget Impact Review:

☐ Completed☐ Not required

Bureau Head:

Rachel Jacky

CALENDAR

Consent

x

Regular

NOTED BY

City Attorney

City Auditor

City Engineer

Calendar No. 1398

ORDINANCE No. 158755

Title

An Ordinance authorizing a contract with Columbia Information Systems, under the Human Resources Bureau, AU 380, Youth Service Center Administration, to continue development of the Youth Service Center data base and to continue the computerized service delivery reports for the period July 1, 1986 through June 30, 1987; authorizing expenditures in the amount not to exceed \$16,000, authorizing the drawing and delivery of warrants, and declaring an emergency.

Filed

JUL 3 1986

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By

Deputy

THE COMMISSIONERS VOTED
AS FOLLOWS:

	Yeas	Nays
BOGLE	✓	✓
LINDBERG	✓	
SCHWAB	✓	
STRACHAN	✓	
CLARK	✓	✓

FOUR-FIFTHS CALENDAR

BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	