

**FINANCIAL IMPACT STATEMENT
For Council Action Items**

(Deliver original to Financial Planning Division. Retain copy.)

1. Name of Initiator Lee L. Rahr		2. Telephone No. 3-7581	3. Bureau/Office/Dept. BPS
5a. To be filed (date) 4/21/2010	5b. Calendar (Check One) Regular Consent 4/5ths Γ ✓ Γ		4. Date Submitted to FPD Budget Analyst: 4/05/2010

1) Legislation Title: *Authorize a contract for \$40,000 with Solar Oregon to deliver solar energy education and community outreach services. (Ordinance).

2) Purpose of the Proposed Legislation: Bureau of Planning and Sustainability received a grant from the U. S. Department of Energy’s Solar America Cities Special Projects program. (Ordinance No.183557) As a result of this award, BPS is providing a robust educational and outreach campaign affiliated with two of the special projects associated with the grant. Solar Oregon, a long-term partner and previous contract recipient of BPS’ solar program, will assist BPS in carrying out the education and outreach services associated with the successful implementation of the U. S. Department of Energy Special Projects grant award.

3) Revenue:
Will this legislation generate or reduce current or future revenue coming to the City? If so, by how much? If new revenue is generated please identify the source. No.

4) Expense:
What are the costs to the City as a result of this legislation? (Please include costs in the current fiscal year as well as costs in future years) (If the action is related to a grant or contract please include the local contribution or match required) \$20,000 has been allocated in the current budget as a result of the City’s grant from the U.S. Department of Energy, Special Projects award (Ordinance 183557).

Staffing Requirements:

5) Will any positions be created, eliminated or re-classified in the current year as a result of this legislation? (If new positions are created please include whether they will be part-time, full-time, limited term or permanent positions. If the position is limited term please indicate the end of the term.)
N/A

6) Will positions be created or eliminated in future years as a result of this legislation? N/A

7) Change in Appropriations (Please reflect the dollar amount to be appropriated by this legislation. Include the appropriate center codes and accounts that are to be loaded by accounting. Indicate “new” in Center Code column if new center needs to be created. Use additional space if needed.) N/A

Fund	Center Code	Account	Amount	Project Fund	Project No.



Michael Armstrong, Sustainable Development Operations Manager

APPROPRIATION UNIT HEAD (Typed name and signature)



City of Portland
Bureau of

Planning and Sustainability

Sam Adams, Mayor
Susan Anderson, Director

Planning

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1. **Ordinance Title:** *Authorize a contract for \$40,000 with Solar Oregon to deliver solar energy education and community outreach services (Ordinance)
2. **Contact Name, Department, & Phone Number:** Lee Rahr, BPS, 3-7581
3. **Requested Council Date:** April 28, 2010

Consent Agenda Item: **or** **Regular Agenda Item:**

Explain why this DOES or does not require a presentation or Council discussion: This item is to authorize a contract for \$40,000 with Solar Oregon to deliver solar energy education and community outreach services. Funding for this work is being provided by the City's grant award from the United States Department of Energy Solar America Cities Special projects.

Emergency Item (answer below): **or** **Non-Emergency Item:**

If emergency, why does this need to take effect immediately:

Any delay in proceeding with this ordinance would delay spending American Recovery and Reinvestment Act funding. The U.S. Department of Energy expects expenditure of the funds to commence as quickly as possible.

4. History of Agenda Item/Background:

Bureau of Planning and Sustainability received a grant from the U. S. Department of Energy's Solar America Cities Special Projects program. (Ordinance No.183557) As a result of this award, BPS is providing a robust educational and outreach campaign affiliated with two of the special projects associated with the grant. Solar Oregon, a long-term partner and previous contract recipient of BPS' solar program, is uniquely positioned to carry out the work on behalf of BPS. Solar Oregon is the state's only non-profit, advocacy organization devoted solely to the cause of increasing solar energy use in the state of Oregon.

As part of the proposed contract with BPS, Solar Oregon will conduct free, educational workshops in Portland as part of the Solarize Portland initiative. In addition, Solar Oregon will work with the City and its program partners to develop a Solar Now! regional outreach campaign to help other cities across Oregon learn from the progress the City and its partners has made in solar market transformation.

5. Purpose of Agenda Item:

Approve a contract between the City of Portland Bureau of Planning and Sustainability and Solar Oregon for educational and outreach services.

6. Legal Issues:

None

7. What individuals or groups are or would be opposed to this ordinance? Supportive?

Opposition: None known.

Supportive: Program partners: Oregon Department of Energy, Energy Trust of Oregon, Solar Oregon, neighborhood associations, and local solar contractors.

8. How Does This Relate to Current City Policies?

This grant supports the Sustainable City Principles and the City's 2009 *Climate Action Plan*

9. Community Participation:

N/A

10. Other Government Participation:

Program partners include the Oregon Department of Energy and Energy Trust of Oregon.

11. Financial Impact:

The proposed contract amount is \$40,000. Half will be paid in FY 2009-2010, and the other half will be paid in FY 2010-2011. Funding is already in BPS's budget, as part of the U. S. Department of Energy Solar America Cities Special Projects grant award (Ordinance No. 183557)

EXHIBIT A

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

CONTRACT NO. _____

SHORT TITLE OF WORK PROJECT: Solar Oregon Community and Educational Outreach

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Solar Oregon, hereafter called Contractor. The City's Project Manager for this contract is Andria Jacob.

Effective Date and Duration

This contract shall become effective on March 15, 2010. This contract shall expire, unless otherwise terminated or extended, on March 15, 2012.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$40,000 for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): Solar Oregon

Address: 205 SE Grand, Suite 205, Portland, OR 97214

Employer Identification Number (EIN) 93-0805016

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

City of Portland Business License # _____

Citizenship: Nonresident alien Yes No

Business Designation (check one): Individual Sole Proprietorship Partnership Corporation
 Limited Liability Co (LLC) Estate/Trust Public Service Corp. Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

STANDARD CONTRACT PROVISIONS FOR PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)

1. Access to Records

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

- (a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, Access to Records. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Contractor 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.
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, Early Termination of Agreement and section 7, Remedies.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Order of Precedence

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

5. Early Termination of Agreement

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

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

(c) 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 entirely cured the breach within fifteen (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.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) 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 section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

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

9. Compliance with Applicable Law

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. Contractor shall complete the INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT, which is attached hereto and by this reference made a part hereof.

(a) Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

(b) **Indemnity - Claims for Professional Liability**

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

(c) **Indemnity - Standard of Care**

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

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

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

- (b) Required and attached or Waived by City Attorney: _____

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

- (c) Required and attached or Waived by City Attorney: _____

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

- (d) _____ Required and attached or Waived by City Attorney: DIA

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

- (e) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause and 10-day non-payment clause that provides that the insurance shall not terminate or be cancelled without 30 days or 10 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. Ownership of Work Product

All work products produced by the Contractor under this contract is the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor and the City intend that such work product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. Successors in Interest

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

14. Severability

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

15. Waiver

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

16. Errors

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

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

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

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the 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.

20. Prohibited Interest

- (a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)

22. Arbitration: / / Not Applicable / / Applicable (consult with City Attorney's Office before finalizing as applicable)

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration and any

litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

23. Progress Reports: /___/ Applicable /_x_/ Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, the STATEMENT OF THE WORK should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: /___/ Applicable /_x_/ Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in the STATEMENT OF THE WORK. The Contractor shall not change personnel assignments without the prior written consent of the City.

25. Subcontractors: /___/ Applicable /_x_/ Not Applicable

The City requires Contractors to use the Minority, Women and Emerging Small Business (M/W/ESB) subcontractors identified in their proposals, and as such the Contractor shall assign these subcontractors as listed in the STATEMENT OF THE WORK to perform work in the capacities designated. The Contractor shall not change subcontractor assignments without the prior written consent of the Purchasing Agent.

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

EXHIBIT A

SCOPE OF WORK: Solar Oregon

TERM: March 15, 2010 – March 15, 2012

OVERVIEW

The City of Portland Bureau of Planning and Sustainability (BPS) will provide funding in the amount of \$40,000 to Solar Oregon for their contribution to the fulfillment of BPS' contractual obligations under the Solar America Cities Special Projects Award funded by US Department of Energy (DOE).

Solar Oregon's mission of "providing education and community outreach to encourage Oregonians to choose solar energy" is closely aligned with BPS' mission to:

- promote clean energy programs and policies; and
- provide education and technical assistance to Portland residents and businesses.

DESCRIPTION OF WORK

Solar Oregon will support two specific tasks under Portland's Solar America Cities Special Projects funding award from DOE.

Task 1. Deliver the Solar Now! toolkit to six new communities outside of Portland within the two-year contract period.....\$32,000

- Identify, recruit and select participating communities. Solar Oregon will assist in the identification of appropriate communities outside of the Portland Metro area. February-March 2010.
- Develop programming and logistics for Solar Now! University. Existing Solar Now! materials will be adapted into a "train the trainer" program for solar champions and other interested staff or volunteers from the selected communities. Solar Oregon will assist in the content and curriculum development for Solar Now! University. Solar Oregon will be responsible for managing the event planning and logistics for Solar Now! University, which will be held twice during the grant period, either in Portland or in locations central to the selected communities. February – June 2010.
- Create the solar champion toolkit. Solar Oregon will assist in the content development for the solar champion toolkit, which consists of various education and marketing materials. February – June 2010.
- Develop programming and logistics for at least one Solar Now! summit. The summit presents a chance for graduates of Solar Now! University, solar champions and other key players from the participating communities to congregate, share stories and lessons learned and receive recognition for their efforts. Solar Oregon will manage event planning and logistics for one Solar Now! summit. October 2011.

Task 2. Facilitate neighborhood-based volume purchasing of solar energy systems in four Portland neighborhoods over the two-year grant period.....\$8,000

- Conduct two workshops (modified from the existing Solar Now! basics workshop) in each participating neighborhood or district, for a total of eight workshops over the two-year grant period. Ongoing between April 2010 – January 2011.

BUDGET

Tasks and Deliverables	Quantity	Unit Cost	Total
<i>Task 1: Solar Now! Statewide Outreach</i>			
Workshop development	n/a		\$ 2,000
Toolkit development	n/a		\$ 5,000
Solar Now! University	2	\$ 10,000	\$ 20,000
Solar Now! Summit	1	\$ 5,000	\$ 5,000
<i>Task 2: Solar Now! Volume Purchasing</i>			
Workshop delivery	8	\$ 1,000	\$ 8,000
			\$ 40,000

PAYMENT SCHEDULE

Solar Oregon's compensation will be tied to the accomplishment of key program milestones during the two-year grant period. Solar Oregon will be compensated in the amount of \$20,000 in each year of the two-year grant period for a total of \$40,000. Below is the invoice and payment schedule.

2010

March	\$ 2,000
Apr	\$ 5,000
Jun	\$ 10,000
Aug	\$ 2,000
Oct	\$ 1,000

2011

Jan	\$ 2,000
Mar	\$ 2,000
May	\$ 5,000
Jul	\$ 10,000
Sep	\$ 1,000

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature _____ Date _____ Entity _____

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

SECTION B

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

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

City Project Manager Signature [Signature] Date 3/18/10

SECTION C

Independent contractor certifies he/she meets the following standards:

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

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

Contractor Signature [Signature] Executive Director Date 3/15/10

CONTRACTOR SIGNATURE:

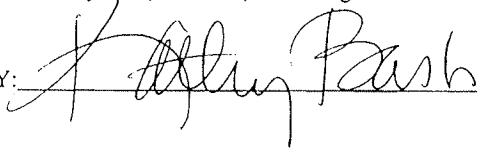
This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

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

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

Kathy Bash, President, Solar Oregon

BY:



Date:

3-15-2010

Name:

Kathy Bash

Title:

President, Solar Oregon

ORDINANCE No.

*Authorize a contract for \$40,000 with Solar Oregon to deliver solar energy education and community outreach services (Ordinance)

Section 1. The Council finds:

1. The Sustainable City Principles direct City elected officials and staff to “use resources efficiently and reduce demand for natural resources, like energy. . .” and “act locally to reduce adverse global impacts of . . . ozone depletion and global warming, and support and implement innovative programs that maintain and promote Portland’s leadership as a sustainable city.”
2. The City of Portland’s Climate Action Plan, adopted by Portland City Council (Resolution No. 36748) and Multnomah County’s Board of Commissioners in October, 2009 establishes a goal of reducing carbon emissions 80% below 1990 levels by 2050.
3. Since 1990, with the passage of Ordinance 162975, the City has had a stated policy to “support environmentally acceptable, sustainable energy sources, especially renewable resources such as solar.”
4. Renewable energy, including solar, presents a promising opportunity to advance key environmental goals while supporting local economic development.
5. On February 28, 2007 the Office of Sustainable Development (OSD), contracted with Solar Oregon for solar energy education and community outreach services in accordance with Portland City Code Chapter 5.68.
6. Because of the success of the education workshops and outreach services, BPS has decided to enter into a new 2 year contract.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are hereby authorized in a form substantially in conformance with the Agreement attached as Exhibit A to execute a two-year contract with Solar Oregon for the purpose described in Section 1, in an amount not to exceed \$20,000 annually or \$40,000 for two years.

Section 2. The Council declares that an emergency exists because delaying would prevent Solar Oregon from being able to conduct its outreach activities in a timely fashion and would harm the City’s ability to reach its solar installation goals. Therefore, this ordinance shall be in full force and effect from and after its passage by Council.

Passed by the Council,

Mayor Sam Adams
Lee L. Rahr
March 29, 2010

LaVonne Griffin-Valade
Auditor of the City of Portland

By

Deputy

Agenda No.
ORDINANCE NO.
Title

*Authorize a contract for \$40,000 with Solar Oregon to deliver solar energy education and community outreach services (Ordinance).

<p>INTRODUCED BY Commissioner/Auditor: Sam Adams, Mayor-Finance and Administration</p>	<p>CLERK USE: DATE FILED <u>APR 23 2010</u></p>
<p>COMMISSIONER APPROVAL</p> <p>Mayor—Finance and Administration - Adams <i>[Signature]</i></p> <p>Position 1/Utilities - Fritz</p> <p>Position 2/Works - Fish</p> <p>Position 3/Affairs - Saltzman</p> <p>Position 4/Safety - Leonard</p>	<p>LaVonne Griffin-Valade Auditor of the City of Portland</p> <p>By: <i>[Signature]</i> Deputy</p>
<p>BUREAU APPROVAL</p> <p>Bureau: Planning and Sustainability Bureau Head: Susan Anderson <i>[Signature]</i></p> <p>Prepared by: Lee Raht Date Prepared: March 29, 2010</p> <p>Financial Impact Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/> Not Required <input type="checkbox"/></p> <p>Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Council Meeting Date April 28 2010</p>	<p>ACTION TAKEN:</p> <p>APR 28 2010 <i>REFERRED TO COMMISSIONER OF FINANCE AND ADMINISTRATION</i></p>
<p>City Attorney Approval <i>D.H.</i></p>	

AGENDA

TIME CERTAIN
Start time: _____

Total amount of time needed: _____
(for presentation, testimony and discussion)

CONSENT *Pulled*

REGULAR
Total amount of time needed: _____
(for presentation, testimony and discussion)

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