

AS AMENDED

**EXHIBIT 1 to Ordinance No. \_\_\_\_\_,  
Authorizing a Contract with Rosenbaum & Watson, LLP**

186966

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

**CONTRACT NUMBER \_\_\_\_\_**

**TITLE OF WORK PROJECT  
Compliance Officer Community Liaison**

**WHEREAS**, on December 17, 2012, the City of Portland (the "City") and the United States Department of Justice filed a proposed Settlement Agreement (the "Settlement Agreement") in the matter of *The United States of America v. The City of Portland*, Case No. 12-02265, in the United States District Court for the District of Oregon;

**WHEREAS**, pending approval of the proposed Settlement Agreement, on January 30, 2014, the City issued a Request for Resumes seeking a Compliance Officer Community Liaison (the "COCL"); and

**WHEREAS**, in response to the Request for Resumes, Dr. Dennis Rosenbaum, ("Rosenbaum") submitted an application in February 2014; and

**WHEREAS**, the Court approved the Settlement Agreement on August 29, 2014; and

**WHEREAS**, the City Council authorized the Chief Procurement Officer in consultation with the City Attorney to enter into contract negotiations with Rosenbaum; and

**WHEREAS** the COCL shall serve pursuant to, and its obligations shall be performed in accordance with, the provisions of the Settlement Agreement and as set forth herein; and

**WHEREAS**, the COCL shall have only the duties, responsibilities, and authority conferred by the Settlement Agreement and this contract. The COCL shall not, and is not intended to, replace or assume the role and duties of the City and/or the PPB, including the Commissioner and Chief of Police for the Portland Police Department; and

**WHEREAS**, the COCL shall be responsible for only those activities specified within the statement of work set forth in this contract. Any other duties or responsibilities not specified herein are specifically excluded and beyond the scope of this agreement; and

**WHEREAS**, the COCL is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees or agents to be an employee, partner, or agent of the City; and

**WHEREAS**, the City is not and shall not become a client of the COCL under the Settlement Agreement or pursuant to the provisions set forth herein, and will not hold itself or any of its employees or agents to be a client of the COCL; and

**WHEREAS**, the City and Dr. Rosenbaum are committed to having the COCL provide a high level of in-person service to the public and the City;

**NOW THEREFORE**, the terms under which Dennis Rosenbaum will serve as COCL are as follows:

This contract is between the City of Portland and Rosenbaum and Watson L.L.P. an Illinois LLP hereafter called (the "Consultant"). The City's Project Manager for this contract is Deanna Wesson - Mitchell.

**Effective Date and Duration**

This contract shall become effective on January 10, 2015. This contract shall expire, unless otherwise terminated or extended, on January 10, 2020.

**Consideration**

- (a) City agrees to pay Consultant \$240,000 for services related to the Settlement Agreement and \$75,000 for travel expenses in the amount of \$315,000.00 annually for a total not to exceed amount of \$1,575,000.00 for accomplishment of the work over the five year contract term.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

## CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): \_\_\_\_\_

Address: \_\_\_\_\_

Employer Identification Number (EIN): \_\_\_\_\_

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

City of Portland Business Tax Registration Number: \_\_\_\_\_

Citizenship: Nonresident alien  Yes  No

Business Designation (check one):  Individual  Sole Proprietorship  Partnership  Corporation

Limited Liability Co (LLC)  Estate/Trust  Public Service Corp.  Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

## TERMS AND CONDITIONS

**1. Standard of Care**

Consultant shall perform all services under this contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

**2. Effect of Expiration**

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

**3. Order of Precedence**

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

**4. Early Termination of Contract**

- (a) The City may terminate the Consultant's appointment for cause if the City determines that the Consultant or any members of Consultant's team has engaged in any misconduct or ethical violations.
- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.
- (c) The City may terminate when the DOJ determines that the City has substantially complied with the Settlement Agreement, and the duties of the Consultant are no longer required.

**5. Remedies and Payment on Early Termination**

- (a) If the City terminates pursuant to the 4(c) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.
- (b) If the City terminates pursuant to 4(a) 4(b) above, the City is entitled all remedies available at law or equity
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant shall be entitled to all amounts owed through the end of the contract minus any anticipated air fare and lodging that was not incurred. In addition, consultant is entitled to all remedies available at law or equity.

**6. Assignment**

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

**7. Compliance with Applicable Law**

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>.

**8. Insurance**

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

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

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

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

Required and attached //  Waived by Bureau Director or designee //  Reduce by Bureau Director or designee

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

Required and attached //  Waived by Bureau Director or designee //  Reduce by Bureau Director or designee

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

Required and attached //  Waived by Bureau Director or designee //  Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

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

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

**9. Ownership of Work Product**

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

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant. Also, Consultant shall be entitled to use the data collected and analyzed, including tables, charts, and research reports for publication in academic books, journal articles, lectures, or other presentations. The Consultant will de-identify all information to protect the privacy and identity of any individuals named. The City will be notified 30 days in advance of any formal publications.

**10. EEO Certification**

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

**11. Equal Benefits**

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

**12. 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.

**13. 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.

**14. 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.

**15. Errors**

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

**16. Governing Law/Venue**

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

**17. Amendments**

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

**18. Business Tax Registration**

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

**19. Prohibited Conduct**

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

**20. Payment to Vendors and Subconsultants**

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

**21. Access to Records**

The Consultant shall maintain all documents (in any form, whether written or electronic) relating or pertaining to the Settlement Agreement or its service hereunder, including without limitation all ledgers, books, invoices, receipts, vouchers, canceled checks, wage records, timesheets, subcontracts, reports, correspondence, lists, notes, and memoranda, for the duration of its service as COCL and for at least five (5) years following the completion or termination of its service, including all renewal periods. Hard copies of drafts or files that relate to routine program or administrative operations or that contain only corrections or editorial or stylistic changes may be disposed of as nonrecord materials. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

**22. Audits**

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

**23. Electronic Signatures**

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

**24. Merger Clause**

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

**25. Dispute Resolution**

Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement, it is agreed that the Parties shall participate in mediation conducted by a neutral third party. 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. The mediator's fee shall be borne equally by the Parties. The Parties agree to bear their own incurred costs associated with mediation.

**26. Progress Reports:  Applicable /  Not Applicable**

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

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

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

**28. Subconsultants**

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

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

**29. Third Party Beneficiaries**

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

**30. Conflict of Interest**

Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Contractor understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

### STATEMENT OF THE WORK, GENERAL RESPONSIBILITIES AND PAYMENT SCHEDULE

The Compliance Officer Community Liaison (COCL) shall be responsible for synthesizing data related to Portland Police Bureau's (PPB) use of force and other substantive provisions of the settlement Agreement, reporting to the City Council, DOJ, and the public and gathering input from the public related to PPB's compliance with this Agreement. The COCL shall not be attached to any one City office, shall be wholly independent of PPB, and shall be responsive to the entire City Council, the public, and DOJ. The COCL shall comply with those requirements of the Settlement Agreement, attached to this contract as Exhibit "A", which specifically reference work to be done by the COCL.

The Settlement Agreement does not require the COCL to attend any court proceedings. The City, however, is currently required by court order to direct the COCL to attend court appearances of indeterminate frequency and scope. Because the City is unable to accurately predict the scope of work that may be required under the Court's current order, the parties agree that any required court appearances, in excess of one per calendar year, are outside this scope of work and compensation for them must be separately negotiated.

In order to provide a high level of in-person service to the public and the City, Drs. Rosenbaum and/or Watson will hold in-person meetings every month with relevant stakeholders and will maintain weekly contact throughout the contract. Justice Paul DeMuniz will be available at least one day per week for community engagement, and for the first six months of the contract, he will be in Portland two to three days per week. Justice DeMuniz will chair and preside over the quarterly meetings of the Community Oversight Advisory Board (COAB). Either Dr. Rosenbaum or Dr. Watson shall attend the COCL's quarterly open town hall meetings to present the draft compliance reports to the COAB, and to receive public comment on the assessments of compliance and recommendations, as provided by the Settlement Agreement.

Consultant will provide a first year draft work plan no later than January 31, 2015.

#### CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Dr. Dennis Rosenbaum, Full Professor of Criminology, Law and Justice and Director of the Center for Research in Law and Justice at the University of Illinois at Chicago	Compliance Officer/Community Liaison
Dr. Amy Watson, Associate professor at Jane Addams College of Social Work, University of Illinois at Chicago	Co-Director and mental health specialist

#### SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Honorable Paul J. De Muniz, retired Chief Justice of the Oregon Supreme Court and Distinguished Jurist In Residence, Willamette University College of Law	Director of Community Engagement	\$75,000.00
Mr. Thomas Christoff, doctoral candidate in Criminology, Law and Justice, University of Illinois at Chicago	Project Manager/Data Collection	\$52,000.00
Dr. Geoff Alpert, Professor of Criminology and Criminal Justice, University of South Carolina.	Policy Advisor	\$5,000.00

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

## COMPENSATION

The maximum that the Consultant can be paid on this contract is \$315,000 annually for a total not to exceed amount of \$1,575,000 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work but only if additional compensation is agreed upon.

Any estimate of the hours necessary to perform the work is not binding on the City or the Consultant. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Consultant's compensation will be based on the Consultant's invoices previously submitted for acceptable work performed and approved.

### PAYMENT TERMS: Net 30 Days

#### Hourly Rates

Hourly rates are not applicable to this contract as this is a negotiated fixed fee.

#### Standard Reimbursable Costs

For a total not to exceed amount of \$75,000 annually, the following travel costs will be reimbursed without mark-up: Consultant and subconsultant's will be reimbursed for certain expenses incurred in connection with personnel assigned to provide services for the City under this contract. All invoices shall be accompanied by original receipts and any additional backup that may be appropriate. Reimbursement will be made based on the following guidelines:

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) days in advance. Direct billing for commercial air travel is not permitted under this contract.

Vehicle rental will be reimbursed based on a minimum ratio of one (1) compact auto per two (2) Consultant personnel. 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 Consultant personnel. Direct billing for rental vehicles is not permitted. If the City's Project Manager elects 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 provide mileage reimbursement for local travel with a privately owned vehicle. The Mileage Reimbursement Rates will be the same as the one published on the U.S. General Services Administration website: <http://www.gsa.gov/portal/category/104715>.

Consultant shall arrange for their own lodging. The City will reimburse Consultant 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 per diem rates can be found at the U.S. General Services Administration website: <http://www.gsa.gov/portal/content/104877>.

The City will provide a Per Diem for each full day (eight hours) worked for Consultant 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. Per Diem may include the following expenses:

- meals
- laundry
- tips and gratuities
- communications for personal reasons
- any additional miscellaneous expenses

Expenses incurred for personal entertainment while traveling on the City business is not reimbursable. Personal entertainment includes items such as in-room movie charges, sightseeing, attendance at sporting events, reading materials, birthday gifts, haircuts, etc.

**Progress Payments**

On or before the 15<sup>th</sup> of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number, a request for payment of a lump sum of \$20,000.00 per month, plus any claimed reimbursable travel expenses. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

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

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

**ACH Payments**

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

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

WORKERS' COMPENSATION INSURANCE STATEMENT

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**FOR CITY USE ONLY**

**PROJECT MANAGER-COMplete ONLY IF CONTRACTOR DOES NOT HAVE WORKER'S COMPENSATION INSURANCE**  
ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

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

\_\_\_\_\_  
City Project Manager Signature

\_\_\_\_\_  
Date

**CONSULTANT SIGNATURE:**

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

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

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

Rosenbaum and Watson L.L.P., an Illinois LLP

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

Name: \_\_\_\_\_

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

CONTRACT NUMBER: \_\_\_\_\_

CONTRACT TITLE: \_\_\_\_\_

CITY OF PORTLAND SIGNATURES:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bureau Director

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

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

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

Approved as to Form:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Attorney