

PERSONAL SERVICES CONTRACT**[Short Description of Project]**

This Personal Services Contract (this "Contract") is between the **PORTLAND DEVELOPMENT COMMISSION d/b/a PROSPER PORTLAND** ("Prosper Portland") and **[CONSULTANT'S LEGAL NAME]** ("Consultant"); collectively, the "Parties" to this Contract. The Prosper Portland Project Manager for this Contract is **[Prosper Portland Project Manager]** and the Consultant's Project Manager is **[Consultant Project Manager]**. This Contract is awarded to Consultant based on Consultant's competitive proposal for Prosper Portland's Request for Proposals **#xx-xx** (the "RFP"). The Parties hereby agree to the following.

- 1. Effective Date, Term and Termination.** This Contract will become effective on the date at which every party has signed this Contract below (the "Effective Date"). This Contract will expire, unless otherwise extended or terminated earlier in accordance with its terms, on **[Expiration Date]** (the "Expiration Date"). This Contract may be terminated at any time upon the written consent of the Parties. Prosper Portland may terminate this Contract for any reason by giving thirty (30) days written notice to Consultant at Consultant's address below. Consultant or Prosper Portland may terminate this Contract in the event of a breach of the Contract by the other party. The passage of the Expiration Date shall not extinguish or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- 2. Consideration and Statement of Work.** In consideration of the satisfactory performance of the services Consultant agrees to provide Prosper Portland under this Contract (the "Work"), further described in EXHIBIT A of this Contract, Prosper Portland agrees to compensate Consultant a sum not to exceed **[Contract Value]** for all Work completed herein, payable in accordance with the terms set forth in EXHIBIT A. If the maximum compensation is increased by an Amendment to this Contract, the Amendment must be fully-executed by the Parties to this Contract before Consultant performs work subject to the Amendment.
- 3. Independent Contractor Status.** Consultant certifies that it is rendering services under this Contract as an independent contractor in accordance with ORS 670.600 and is solely and entirely responsible for its acts and for the acts of its officers, agents, employees and subcontractors during the term of this Contract.
- 4. Assignment and Subcontractors.** Consultant shall not assign, subcontract or transfer its interest in or delegate its obligations under this Contract without obtaining prior written consent of Prosper Portland. Notwithstanding Prosper Portland approval of a subcontractor, Consultant shall remain obligated for full performance under this Contract and Prosper Portland will incur no obligations other than its obligations to the Consultant hereunder. Consultant agrees that if subcontractors are employed in the performance of Work under this Contract, Consultant and its subcontractors are subject to the requirements and provisions of ORS Chapter 656, Workers' Compensation.
- 5. Indemnification and Insurance.** Consultant shall indemnify, save, hold harmless and, if requested, defend Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions of any nature whatsoever, including professionally negligent acts, errors or omissions, resulting from or arising out of the activities of Consultant or its subcontractors, agents or employees under this Contract; provided however, that nothing herein shall require indemnification of Prosper Portland for liability attributable to

Prosper Portland's sole negligence. Consultant shall provide proof of insurance consistent with the requirements set forth in EXHIBIT B of this Contract.

6. **Ownership of Work Product.** All work products of the Consultant which result from this Contract (the "Work Products") are the exclusive property of Prosper Portland.
7. **Compliance with Applicable Law.** Consultant agrees to comply with all federal, state, county and local laws, ordinances, and regulations applicable to the Work to be done under this Contract, including certification by the City of Portland, Bureau of Purchases as an [Equal Employment Opportunity \(EEO\) certified](#) employer. Consultant agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age or disability.
8. **Access to and Retention of Books and Records.** Consultant shall maintain, and Prosper Portland and its duly authorized representatives shall have access to the books, documents, papers and records of Consultant which are directly pertinent to this Contract for the purpose of audits, examination and making transcripts for a period of three (3) years from the Expiration Date of this Contract. Copies of applicable records shall be made available to Prosper Portland upon request.
9. **Recycled Products.** To the maximum extent economically feasible, Consultant shall make good faith efforts to use recycled products in connection with its performance of the Work.
10. **No Third-party Beneficiaries.** No person not a party to this Contract is an intended beneficiary of this Contract and no person not a party to this Contract shall have any right to enforce any term of this Contract.
11. **Governing Law, Venue, and Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action or suit between Prosper Portland and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively in the Circuit Court of Multnomah County for the State of Oregon; provided, however, if an action or suit must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Consultant, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.
12. **Waiver and Severability.** The failure of Prosper Portland to enforce any provision of this Contract shall not constitute a waiver by Prosper Portland of that or any other provision. 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.
13. **Merger.** This Contract and attached Exhibits constitutes the entire agreement between the Parties and supersedes all prior representations, discussion and communication, whether oral or in writing. This Contract may only be modified by written Amendment signed by both Parties. The Parties, by the signature of their authorized representatives, acknowledge they have read this Contract, understand it and agree to be bound by its terms and conditions.

SIGNATURE PAGE FOR THE PERSONAL SERVICES CONTRACT

[Short Description of Project]

CONSULTANT INFORMATION, CERTIFICATION, AND SIGNATURE

Consultant's Legal Name: _____

Address (including City, State, Zip Code): _____

Phone Number: _____ Email Address: _____

Citizenship, Nonresident Alien: Yes No Business License Number: _____

Business Type: Individual Sole Proprietorship Corporation Partnership Non-profit Corp.
 Limited Liability Corp. Limited Liability Partnership Public / Government Agency

The undersigned Consultant agrees to perform work outlined in this Contract in accordance to the Terms and Conditions listed on pages 1-2, the Statement of Work and Performance Schedule contained in EXHIBIT A, and requirements contained in other exhibits; and hereby certifies, under penalty of perjury, that Consultant is not in violation of any Oregon tax law.

Approved by: _____
Authorized Signature Date

Printed Name & Title: _____

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PORTLAND DEVELOPMENT COMMISSION D/B/A PROSPER PORTLAND SIGNATURE

Approved by: _____
[Name, Title] Date

EXHIBIT A to the PERSONAL SERVICES CONTRACT for
[Short Description of Project]

1.0 CONTRACT SUMMARY

2.0 STATEMENT OF WORK

3.0 PERFORMANCE SCHEDULE

4.0 COST OF SERVICES

5.0 BILLING AND PAYMENT PROCEDURE

Note: This section is written for a time & materials-based contract; modify if other disbursement mechanisms are used for this contract.

5.1 Consultant must submit itemized invoices to Prosper Portland to receive payments under this Contract. Each invoice must contain sufficient detail to determine the work performed for the amount requested and contain, at a minimum, the following details:

- Invoice date
- Contract number
- Range of dates over which the services being invoiced were provided
- Timekeeping records for all Consultant personnel expenses (by name/title) with brief description of activities
- Billing rate applied (Not to exceed the rates listed in the “Hourly Personnel Rates” section above)
- Description of reimbursable items (if reimbursement of allowable expenses is requested, attach a copy of receipts and/or subcontractor invoices to the invoice)

5.2 The form shall be determined by the Prosper Portland Project Manager. Invoices may be submitted monthly, or at such other interval as is specified by the Prosper Portland Project Manager.

5.3 Prosper Portland shall process payment in its normal course and manner for accounts payable, **Payment terms: NET 30 DAYS**. Discounts offered by the Consultant for earlier payment are encouraged, but Prosper Portland shall not be obligated to make payment in less than 30 days from the date the invoice is received.

5.4 Payment information will be reported to the U.S. Internal Revenue Service (“IRS”) under the name listed on the first page of this Contract with the taxpayer identification number provided by the Consultant prior to the Contract Effective Date. Information not

matching IRS records may result in 20% backup withholding of payments.

- 5.5 Prosper Portland reserves the right to reject and refuse payment of any invoice received by Prosper Portland either a) more than 90 days following the date on which the final work product is accepted by Prosper Portland, or b) more than 90 days following the Expiration Date of this Contract, whichever is sooner.

6.0 WORK PRODUCTS REQUIREMENTS

6.1 **Electronic Requirements.** Any Work Products provided to Prosper Portland under this Contract must be in electronic format on CD, DVD, and/or send through email (at the Prosper Portland's Project Manager's request), meeting the following requirements:

- When requested by Prosper Portland, Consultant shall provide materials in the native file format of the program in which they were created (e.g., Microsoft Word, PowerPoint, or Excel; Adobe InDesign, Illustrator, Fireworks, or Photoshop)
- Print projects require high-resolution electronic files of all "placed art and images" used in the layout (300-dpi minimum resolution in TIF, PSD, EPS, or JPEG format, as appropriate)
- Web projects require web-optimized graphics (all in their native file format), editable Photoshop and Flash files used to produce graphics and animations, and HTML and CSS files created in the development of the website
- If any materials are protected by password, Consultant shall supply the applicable password to Prosper Portland

If the above formats are not available, provide files in two versions of Adobe Acrobat (PDF):

- Print quality (high resolution) PDF document suitable for print
- Web quality (standard resolution) PDF documents suitable for posting on the Internet

6.2 **Hard Copy Requirements.** When requested by Prosper Portland, Consultant shall also provide three (3) hard copies of any document, preferably using double-sided printing on paper containing a minimum of 40% post-consumer waste recycled content. If any materials are used to bind the Work Products, such as three-ring binders, those materials should also be easily recyclable.

EXHIBIT B to the PERSONAL SERVICES CONTRACT for
[Short Description of Project]

INSURANCE REQUIREMENTS

At all times during the term of this Contract, Consultant shall maintain, on a primary basis and at its sole expense, the following insurance types, limits, and endorsement(s) noted below. Contractor's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or Prosper Portland shall not contribute to it. Consultant shall obtain this insurance from insurance companies or entities that are authorized to provide insurance in Oregon.

1. **Workers' Compensation insurance** in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all their subject workers, unless exempt under ORS 656.027.

Required by Law or Consultant is exempt. Certified by Consultant: _____
Authorized Signature

2. **Commercial General Liability (CGL) insurance** on an occurrence basis with a combined single limit of not less than **\$1,000,000** each occurrence, **\$2,000,000** general aggregate. This insurance shall include personal injury liability, products, and completed operations. Consultant shall endorse the following as an additional insured on the CGL policy: **"The Portland Development Commission d/b/a Prosper Portland, the City of Portland, and each of their respective officers, agents, and employees."** Acceptable endorsement types include the "CG2026 07 04" (Designated Person or Organization), "CG2010 10 01" (Owners, Lessees, or Contractors – Scheduled Person or Organization), or similar endorsement providing equal or broader additional insured coverage.

Required by Prosper Portland or Waived by Prosper Portland

3. **Automobile Liability insurance** with a combined single limit of not less than **\$500,000**, each accident, covering all owned, non-owned, or hired vehicles. If Consultant does not own any automobiles, Consultant agrees to maintain coverage for hired and non-owned automobiles.

Required by Prosper Portland or Waived by Prosper Portland

4. **Professional Liability insurance** with a combined single limit of not less than **\$1,000,000** against liability arising from the Consultant's professionally negligent acts, malpractice, errors, or omissions related to this Contract.

Required by Prosper Portland or Waived by Prosper Portland

5. **Tail Coverage.** If the professional liability insurance is provided on a "claims made" basis, Consultant shall maintain either tail coverage or continuous "claims made" liability coverage for a minimum of twenty-four (24) months following Consultant's completion and Prosper Portland's acceptance of the Work required under this Contract. Upon Prosper Portland's request, Consultant shall provide certification of the tail coverage required by this Contract.

6. **Policy Changes and Cancellation.** There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without written notice from the Consultant or its insurer(s) to Prosper Portland.

7. **Certificates of Insurance.** Prior to Contract execution, Consultant must transmit certificates evidencing the type and amounts of insurance required by this Contract to Prosper Portland's designated point of contact. Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any.