

RESOLUTION NO. 1863

A RESOLUTION APPROVING THE PERSONAL SERVICES AGREEMENT FOR CITY ATTORNEY RECRUITMENT SERVICES

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City Attorney position will be vacant on April 1, 2007.
2. The City Attorney is hired (and supervised) by the City Council.
3. The City Council is retaining professional services to assist it in recruiting and selecting the new City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:


Section 1. The Personal Services Agreement for City Attorney Recruitment Services, Attachment A, is hereby approved and shall be executed by the Mayor.

Section 2. This Resolution shall take effect upon adoption.

YEAS: 7

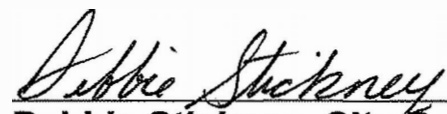
NAYS: 0

ABSTAINED: 0



Paul Thalhoffer, Mayor
March 14, 2007

Date



Debbie Stickney, City Recorder

Adopted: March 13, 2007

**PERSONAL SERVICES AGREEMENT
FOR CITY ATTORNEY RECRUITMENT**

This Agreement is between the CITY OF TROUTDALE, a municipal corporation of the State of Oregon (the "City") and Technical Assistance for Community Services, TACS, a non-profit corporation (the "Consultant") (collectively, the "Parties").

The Parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This Agreement is effective on March 6, 2007. The work under this Agreement shall be completed, unless otherwise terminated or extended, on or before October 1, 2007.

2. Scope of Work.

The City is engaging the Consultant to provide City Attorney Recruitment services. The scope of work the Consultant shall provide is contained in Exhibit A. Consultant shall, at its own risk and expense, perform the scope of work and furnish all labor, equipment and materials that are required to properly perform the work. The risk of loss for Consultant's services shall not shift to the City until the City provides written acceptance of the services.

3. Consideration.

a. City agrees to pay Consultant \$100 per hour, for performing the work required by this Agreement, provided the total amount paid for Consultant's labor shall not exceed \$ 5,000. City also agrees to reimburse Consultant for costs incurred for mileage in traveling from Portland Oregon to Troutdale Oregon, for Ad publication costs and for copy costs.

b. Payments to Consultant shall be made within thirty days of receipt of an invoice, provided that City will reimburse Consultant for expenses incurred for Ad publications within seven days of receiving an invoice and documentation for Consultant's reimbursable expense.

c. The City Council shall be responsible (or shall delegate the responsibility to staff) for the following items which are critical components of the City Attorney Recruitment task that Consultant is assisting the Council with:

- (i) Participate in all in-person interviews
- (ii) Send "no thank you" letters or emails
- (iii) Perform reference checks
- (iv) Maintain active engagement in the search process, specifically including marketing, outreach to potential candidates, interviewing and decision making.
- (v) Meet or designate City of Troutdale staff to meet with Consultant as necessary to plan and make decisions in the recruitment process

d. City certifies that sufficient funds have been appropriated to make payments required by this Agreement during the current fiscal year. Payment for work performed after June 30 of any given year is subject to funds being appropriated by the City Council. If funds are not

appropriated, the City may terminate this Agreement upon providing written notice to the Consultant.

4. Standard Terms and Conditions

a. Independent Contractor.

(i) Consultant shall perform the work required by this Agreement as an independent contractor. Although the City reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the work to be performed; and (iii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Consultant's performance. The Consultant is responsible for determining the appropriate means and manner of performing the work.

(ii) The Consultant represents and warrants that Consultant (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Consultant Certification Statement attached as Exhibit D.

(iii) Consultant will be responsible for any federal or state taxes applicable to any compensation or payment paid to Consultant under this Agreement.

(iv) Consultant is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Consultant under this Agreement.

b. Subcontracts and Assignment. Consultant will subcontract with Susan M. Marshall to provide some of the work required by this Agreement, including serving as the Consultant's key person and primary contact with the City of Troutdale for the purposes of this Agreement. Other than the subcontract with Susan Marshall, Consultant shall not subcontract, or assign or transfer any of its interest in this Agreement, without the prior written consent of the City. Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

c. Third Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

d. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns, if any.

e. Early Termination.

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

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

(iii) Either the City or the Consultant 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 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.

f. Payment on Early Termination.

(i) If this Agreement is terminated under 4(e)(i) or (ii), the City shall pay the Consultant for work performed in accordance with the Agreement prior to the termination date.

(ii) If this Agreement is terminated under 4(e)(iii), by the Consultant due to a breach by the City, then the City shall pay the Consultant as provided in subsection (i) of this section.

(iii) If this Agreement is terminated under 4(e)(iii), by the City due to a breach by the Consultant, then the City shall pay the Consultant as provided in subsection (i) of this section, subject to set off of excess costs, as provided for in section 4(g), Remedies.

g. Remedies.

(i) In the event of termination under 4(e)(iii), by the City due to a breach by the Consultant, then the City may complete the work either itself, by agreement with another consultant, 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 Agreement, then the Consultant shall pay to the City the amount in excess of 125% of the remaining unpaid balance.

(ii) The remedies provided to the City under section 4(e) and (g) for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(iii) In the event of breach of this Agreement by the City, then the Consultant's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 4(e)(iii) and 4(f)(ii).

h. Access to Records. Consultant shall maintain and the City, and its authorized representatives shall have access to all books, documents, papers and records of Consultant which relate to this Agreement 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.

i. Ownership of Work. All work products of the Consultant that result from this Agreement, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered

as owned, used or retained by the City until the final document is submitted. The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Preexisting trade secrets of the Consultant shall be noted as such and shall not be considered as a work product of this Agreement. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws. Use of any work product of the Consultant by the City for any purpose other than the use intended by this Agreement is at the risk of the City. Use of any work product by Consultant is prohibited without the written consent of the City, which the City shall not unreasonably withhold.

- j. Compliance with Applicable Laws. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including, without limitation, ORS 279.312, 279.314, 279.316, and 279.320, as set forth on Exhibit B. Without limiting the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this Agreement shall be considered included by these references.

- k. Indemnity and Hold Harmless.
 - (i) Consultant shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature, resulting from or arising out of the activities of Consultant or its officers, employees, subcontractors, or agents under this Agreement.

 - (ii) Consultant shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Consultant or its officers, employees, subcontractors, or agents under this Agreement.

 - (iii) Consultant waives any and all statutory or common law rights of defense and indemnification by the city.

- l. Insurance. Consultant shall provide insurance in accordance with Exhibit C.

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

- n. Professional Standards. Work under this Agreement shall be performed in a good and workmanlike manner and in accordance with the highest professional standards of professionals doing similar work in the State of Oregon. At all times during the term of this Agreement, Consultant shall be qualified, professionally competent, and duly licensed to perform the services. In addition to any other remedies, Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

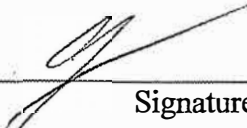
- o. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Troutdale, Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

- p. Severability. If any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held invalid.

- q. Business License. Because the Consultant will not be engaging in business in the City of Troutdale, the Consultant is not required to obtain a City of Troutdale business.

- r. Merger Clause. THIS AGREEMENT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT 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 THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. BY ITS SIGNATURE, CONSULTANT ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signed by Consultant this 15 day of MARCH, 2007

 ROBERT HAZEN EXECUTIVE TRANSITION SERVICES

 Signature/Title

Approved by City this 14th day of MARCH, 2007

 _____
 Mayor Paul Thalhofer

EXHIBIT A SCOPE OF WORK

Consultant shall perform the following Services:

Assist CITY OF TROUTDALE with their City Attorney search process to secure a new City Attorney.

Specific Consultant duties will include:

1. Attend session with Mayor and City Council to discuss scope of services and desired characteristics for incoming CITY ATTORNEY. Work with City Council as the appointed Search Committee.
2. Assist in finalizing outreach materials to be used in recruitment, to include preparation of the position description, Ad copy, text for listserv posts, Ad placement suggestion and placement of the Ads.
3. Help establish the budget, time line and schedule for the search process.
4. Manage the work plan, to include creation and distribution of committee meeting agendas and supporting materials, copying, maintaining and distributing application packets and resumes, coordinating the scheduling of Search Committee meetings and facilitating discussions at the Search Committee meetings, scheduling and assisting with candidate interviews.
5. Review and screen initial applications prior to Search Committee evaluation process to identify applicants who do not meet basic qualifications, sort into yes/no/maybe.
6. Advise and assist Search Committee in establishing criteria for evaluating applications.
7. Facilitate Search Committee discussion and/or process for ranking candidates to determine semi-finalists and finalists.
8. Discuss legal implications and restrictions in the interview process.
9. Assist the Search Committee in all aspects of the interview process.

For the purposes of this Agreement, the primary contact on behalf of Consultant is Susan Marshall; the secondary contact contact is Bob Hazen. For the purposes of this Agreement, the primary contact on behalf of the City of Troutdale is City Attorney Marnie Allen; the secondary contact is Mayor Paul Thalhofer.

EXHIBIT B
COMPLIANCE WITH APPLICABLE LAW
for
PERSONAL SERVICES AGREEMENTS

WHERE APPLICABLE, ALL CONTRACTORS SHALL COMPLY WITH THE FOLLOWING STATUTORILY REQUIRED PROVISIONS:

279A.110 Discrimination in subcontracting prohibited; remedies.

* * * * *

(4) A bidder or proposer shall certify . . . that the bidder or proposer has not discriminated and will not discriminate, in violation of subsection (1) of this section, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material. Every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, composte or mulch yard waste material at an approved site, if feasible and cost-effective.

279B.230 Condition concerning payment for medical care and providing workers compensation.

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

279B.235 Condition concerning hours of labor.

(1) Every public contract, other than a contract for services at a county fair or for other events authorized by a county fair board, must contain a condition that the contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints. (1) Every public contract shall contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.

* * * * *

(4) The payment of a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279C.520 Condition concerning hours of labor. (1) Every public contract subject to this chapter must contain a condition that a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

* * * * *

(5)(a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires the persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b) (B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

279C.530 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

EXHIBIT C

PERSONAL SERVICES AGREEMENT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the City. During the term of the Agreement, please provide Certificates of Insurance prior to each renewal.

During the term of this Agreement, Consultant shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Consultant, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Consultant shall ensure that each of its subcontractors complies with these requirements. Contact City of Troutdale at 503-665-5175 if exempt.

Professional Liability (*Check Here if Required*) insurance with a combined single limit of not less than \$1,000,000 for each 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 Agreement. The coverage must remain in effect for two years after the Agreement is completed.

Commercial General Liability (*Check Here if Required*) insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

Commercial Automobile Liability (*Check Here if Required*) insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

Notice of Cancellation or Change. 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 Consultant or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds by endorsement, but only with respect to Consultant's services to be provided under this Agreement. This coverage shall be by endorsement physically attached to the certificate of insurance.

Certificates of Insurance. Consultant shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Consultant shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT D
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

A. CONSULTANT IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below, and certify under penalty of perjury that it is a corporation.

TECHNICAL ASSISTANCE FOR COMMUNITY SERVICES
Entity (TACS) Signature Date 3/15/07

B. CONSULTANT IS INDEPENDENT CONTRACTOR. (Complete Part B if Consultant is not a corporation.)

Independent Consultant Standards. As used in various provisions of ORS Chapters including but not limited to 448, 656, 657, 671, 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 Consultant" if the standards of ORS 670.600 are met

Consultant and City certifies that the Consultant meets the following standards:

1. Consultant is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. Consultant furnishes the tools or equipment necessary for performance of the contracted labor or services.
4. Consultant has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Consultant is made upon completion of the performance or is made on the basis of a periodic retainer.
6. Consultant is registered under ORS chapter 701, if the Consultant provides labor or services for which such registration is required.
7. Consultant has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent Consultant in the previous year.
8. Consultant represents to the public that the labor or services are to be provided by an independently established business as four or more of the following circumstances exist.

(Check four or more of the following:)

- _____ **A.** The labor or services are primarily carried out at a location that is separate from Consultants residence or is primarily carried out in a specific portion of Consultants residence, which is set aside as the location of the business.
- _____ **B.** Commercial advertising or business cards are purchased for the business, or Consultant has a trade association membership.
- _____ **C.** Telephone listing is used for the business that is separate from the personal residence listing.
- _____ **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.
- _____ **F.** Consultant 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.

If any action is taken by a person or enforcement agency relating to Consultant's independent Consultant status in connection with this Agreement, Consultant shall defend, hold harmless and indemnify the City of Troutdale, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Consultant shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

Consultant Signature

Date

City Signature

Date

EXHIBIT E

CONSULTANT DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print):

TECHNICAL ASSISTANCE FOR COMMUNITY SERVICES

Contact Name: BOB HAZEN Phone: 503-239-4001 Fax: _____

Address:

1001 SE WATER AVE # 490 PORTLAND, OR 97202

Social Security #: _____ Troutdale Business License # N/A

Federal Tax ID #: 93 0685385 State Tax ID #: _____

Citizenship: Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Individual _____ Sole Proprietorship

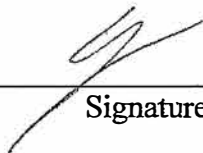
_____ Partnership

Corporation _____ Government/Nonprofit

The above information must be provided prior to approving this Agreement. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Agreements and Exhibits A, B, C and D are an integral part of this Agreement and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this Agreement; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600

Signed by Consultant:



EXECUTIVE TRANSITION SERVICES

Signature/Title

3/15/07

Date