



WORKERS' COMPENSATION EXEMPTION CERTIFICATION

In lieu of the contract requirement to provide workers' compensation insurance, Contractor, under penalty of perjury, certifies as follows:

1. Contractor is a sole proprietor or partnership formed under the laws of Oregon that, pursuant to ORS 656.027, is not subject to ORS 656.001 to 656.794, Oregon's Workers' Compensation Law.
2. Contractor hereby certifies that all persons involved in any manner in the performance of this contract are partners in or sole proprietors of the entity doing business under the registered assumed business name of the Contractor or independent contractors exempt under ORS 656.027. It is the expectation and understanding of the City of Gresham and it is the certification of the Contractor that no person or persons performing this contract are employees of or have any relationship with Contractor other than sole proprietorship, partnership, or exempt independent contractor. The City of Gresham is contracting with Contractor as the registered assumed business name of a sole proprietorship or individuals acting together as partners and such partners will not have the assistance of others in the performance of this agreement, except independent contractors exempt under ORS 656.027.
3. If Contractor engages individuals not exempt under ORS 656.027 in the performance of this contract, Contractor shall provide workers' compensation insurance as provided by ORS 656.029(2) and this contract. If no insurance is provided, Contractor shall be exclusively liable for payment of workers' compensation benefits.
4. Contractor may employ individuals through the services of an employee-leasing firm. In such cases, Contractor shall instruct the employee-leasing firm to forward appropriate workers' compensation certificates to the City.
5. In the event that any action is taken by any person, insurance company, or state agency administering workers compensation law regarding any workers compensation issue related to this contract, Contractor and its partners shall defend, hold harmless and indemnify the City of Gresham, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, or order to pay. This indemnification is in addition to any indemnification otherwise in this agreement. The contract is entered into by the City of Gresham upon reliance of such certifications and indemnification.

CERTIFICATION

Contractor certifies under penalty of perjury that the above statements are true and correct:

Contractor Signature

Date