

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
CONTRACT NO. _____**

SHORT TITLE OF WORK PROJECT: ~~XXX~~ to provide technical assistance, materials, promotional support and volunteer recruitment for at least four watershed restoration projects within the City of Portland.

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and SOLV, hereafter called Contractor. The City's Project Manager for this contract Jamae Hilliard Creecy.

Effective Date and Duration

This contract shall become effective on December 19, 2001 (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on June 30, 2004.

Statement of Work

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$20,000 per year for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4.

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CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): SOLV
Address: P.O. Box 1235, Hillsboro, OR 97123
Social Security #: _____
Federal Tax ID #: 93-0579286 State Tax ID #: _____ Business License # 93-0579286 (EXEMPT)
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.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of 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 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.

Approved by the Contractor:  2/08/02
Signature/Title Date

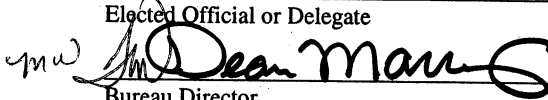
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CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner:

Elected Official or Delegate Date

Approved by Bureau Director:

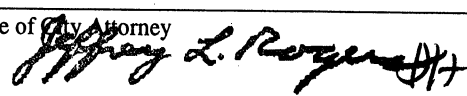
 3/1/02
Bureau Director Date

Approved by City Auditor:

City Auditor Date

Approved as to form
by City Attorney:
(Rev.07/00)

APPROVED AS TO FORM

Office of City Attorney  2/11/02
Date

CITY ATTORNEY

**CITY OF PORTLAND
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. Funds

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

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. Contractor shall complete Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof.

9a. 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.

9b. 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.

9c. 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

Exhibit C is hereby referenced and made a part of this contract.

11. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

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 I. 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

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, if the original contract required an ordinance, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If the original contract did not require an ordinance, the commissioner-in-charge may approve an amendment increasing the amount of compensation, provided the total contract price does not exceed the formal bid threshold amount set annually by the City Auditor. The Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.030 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.

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 / X/ 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: / X/ Applicable /___/ Not Applicable

The Contractor shall provide quarterly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in quarterly 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 Exhibit A.

****Description of work to be performed:** To provide technical assistance, materials, and volunteer support to help implement watershed restoration projects.

Vendor number _____

GL Fund Number 151 Account 529000 Center Code 14532040 Amount \$60,000 (\$20,000 each FY for 3 yrs)

PTS: _____ / _____ / _____
Project Org. TW

Project Manager Jamae Hilliard Creecy Phone 503-823-5524

Payment terms Net 30 days unless otherwise indicated.

26. **Project Representatives.** Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this IGA shall be directed to the appropriate individual. If there is a change in representative for either party, a written notice that will include the new representative's correspondence information will be sent within 30 days upon that decision.

BES

Project Manager: Jamae Hilliard Creecy
Organization: City of Portland
Address: 1120 SW Fifth Ave., Suite 1000
Portland, OR 97204
Phone: 503-823-5524
Fax: 503-823-5344
Email: jamaeh@bes.ci.portland.or.us

SOLV

Project Manager: Erin Peters
Organization: SOLV
Address: P. O. Box 1235
Hillsboro, OR 97123
Phone: 503-844-9571
Fax: 503-844-9575
Email: erin@solv.org

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
EXHIBIT A**

**Statement of the Work
and
Payment Schedule**

Memorandum of Understanding

Between

The City of Portland's Bureau of Environmental Services

And

SOLV

September 2001

Background

The Willamette River Watershed comprises 11,500 square miles. It is home to approximately 70 percent of Oregon's population, and is facing continued growth pressures. Approximately 1,400 of the 13,200 miles of main stem and tributaries in the watershed do not meet existing federal water quality standards. Fish and wildlife habitat in the watershed has undergone significant changes in the past which has put a variety of fish and wildlife species at risk. Nine salmon and steelhead populations in the Pacific Northwest have been listed a Threatened and Endangered pursuant to the federal Endangered Species Act.

There are many organizations working to correct these problems throughout the Willamette River Watershed. Federal, State, regional, and local government agencies are working on a variety of fronts to control the problems. Non-government groups, such as watershed councils, are struggling to find resources to bring to bear on problems facing local streams and segments of the main stem. Corporations and private companies are also working to correct past practices that have contributed to water quality problems and fish and wildlife losses.

Watershed restoration and fish and wildlife habitat protection measures are needed throughout the watershed. The need is great to bring the private sector together with non-governmental organization and the efforts of government. Stream bank clean-ups, riparian restoration, invasive plant removal and replacement with native vegetation, and fisheries habitat enhancement all need to be addressed in a variety of locations.

SOLV is a non-profit organization, formed by Gov. Tom McCall, has a long history of linking government agencies, business and citizens in pro-active, non-partisan programs that preserve and enhance the livability of Oregon.

As a result of SOLV's long record of service to Oregon, the organization was approached by public and private agencies to initiate a coordinated approach to watershed, stream and river restoration projects involving volunteers. These new projects would be initiated in conjunction with SOLV's Team Up for Watershed Health program.

Purpose of the Memorandum

The purpose of the Memorandum is to outline an agreement between BES and SOLV to coordinate certain stream restoration projects. SOLV has agreed to serve as a central coordinator and clearinghouse to recruit volunteers to address restoration needs identified by local jurisdictions and non-profit entities such as watershed councils. SOLV will also work to leverage corporate funds to further these projects

Terms of Understanding

BES and SOLV agree to cooperate to implement coordinated stream restoration across the region. BES agrees to financially support identified projects, a coordinator position and associated expenses incurred by SOLV. Financial obligations are as follows:

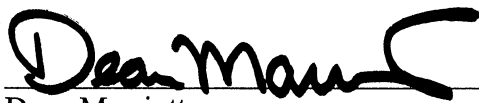
<u>FY 2002</u>	<u>FY 2003</u>	<u>FY 2004</u>
Not to exceed	Not to exceed	Not to exceed
\$ 20,000	\$20,000	\$20,000

Fiscal years are identified as ending on June 30 of the specified year. SOLV will make every effort to seek additional funds to offset current obligations. This initiative will require extensive involvement with the public and non-profits involved in stream restoration. The coordinator will work under the supervision of SOLV in coordination with an advisory group comprised of representatives of the funding jurisdictions.

Duration and Changes to this Agreement

This Agreement will be effective upon signing, and will be reviewed at the end of each fiscal year listed above to determine partnership benefits and to decide to continue the agreement until June 30, 2004, unless extended, modified or revoked. This Agreement may be extended or modified by mutual agreement of the parties. Any party following a minimum of sixty (60)- days written notification may revoke this Agreement.

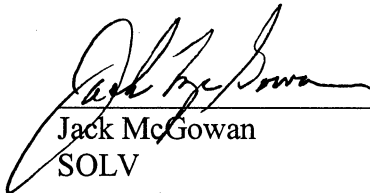
Signatures



Dean Marriott
BES

9/27/01

Date


Jack McGowan
SOLV

9/25/01

Date

EXHIBIT B
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.

Signature: Jack Kuyfow Date: 2/08/02 Entity: Solo

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.

Project Manager Signature

Date

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:
 - ___ 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

EXHIBIT C

INSURANCE (The Project Manager must answer and initial 2, 3, and 4 below).

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

1. 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).

-
2. Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$500,000 each 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:

3. _____ Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or Waived by City Attorney : _____

Professional Liability insurance with a combined single limit of not less than \$1,000,000 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 contract.

5. 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.

6. 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 that provides that the insurance shall not terminate or be cancelled without 30 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.

SAIF CORPORATION
400 High Street SE, Salem, OR 97312-1000 (503)373-8000

November 17, 2001

Agency:

STOP OREGON LITTER & VANDALISM INC
PO BOX 1235
HILLSBORO, OR 97123-1235

WALTZ SHERIDAN CRAWFORD INC
WALTZ SHERIDAN CRAWFORD INC
PO BOX 128
FOREST GROVE, OR 97116

Policy No: 904212
Policy Period: 08/01/2001 - 08/01/2002

POLICY CHANGE NOTICE

As a result of the changes shown on the next page, your future installments are being adjusted as shown below **effective November 17, 2001**. The billing dates, number of installments or installment amount(s) have been changed. You will receive an endorsement to your policy if there has also been a change to your rates or coverage.

Installation Dates	Installation Amounts
01/01/2001	\$504
06/22/2001	\$1,197
09/01/2001	\$507
10/01/2001	\$504
11/01/2001	\$504
12/01/2001	\$507
02/01/2002	\$508
03/01/2002	\$508
04/01/2002	\$508
05/01/2002	\$508
Total	\$5,755

If you have any questions, please feel free to contact the Service Center at 800-848-2373.

This is not a bill. A separate invoice will be mailed in the future.

POLICY CHANGE NOTICE

Jeffrey L. Reynolds

STOP OREGON LITTER & VANDALISM INC
 Policy No: 904212
 Policy Period: 08/01/2001 - 08/01/2002

CITY ATTORNEY

11/17/2001
 Page: 2

The following detail reflects changes to the estimated premium for the current policy period. The premium change results from either a request by you, your agent, a payroll report, a premium audit for a prior policy period, or as a result of changes on your anniversary rating date.

Class	Description	Estimated Policy Period Payroll	Rate Per \$100 of Payroll	Estimated Premium
Period: 08/01/2001 - 12/31/2001				
Stop Oregon Litter & Vandalism Inc				
8742 11	Salesperson-Outside-No Deliver/Demo	\$8,661	0.42	\$36
8810 03	Office Clerical	\$329,632	0.26	\$857
9403 01	Garbage/Ash/Refuse Collectn Dr	<u>\$20,509</u>	5.93	<u>\$1,216</u>
	Total Payroll	\$358,802		
	Manual Premium			\$2,109
	Part Two Coverage Increased Limits Factor		x	1.017
	Experience Rating Modification		x	1.240
	Estimated Premium			\$2,660
Period: 01/01/2002 - 07/31/2002				
Stop Oregon Litter & Vandalism Inc				
8742 11	Salesperson-Outside-No Deliver/Demo	\$12,002	0.42	\$50
8810 03	Office Clerical	\$456,746	0.26	\$1,188
9403 01	Garbage/Ash/Refuse Collectn Dr	<u>\$28,417</u>	5.93	<u>\$1,685</u>
	Total Payroll	\$497,165		
	Manual Premium			\$2,923
	Part Two Coverage Increased Limits Factor		x	1.017
	Part Two Coverage Increased Limits Minimum Premium		+	\$14
	Experience Rating Modification		x	1.240
	Estimated Premium			\$3,704
	Total Estimated Premium			\$6,364
	SAIFPlus Credit (8% to a \$1600 maximum)		-	\$509
	Estimated Standard Premium			\$5,855
	Premium Discount		-	\$503
	Estimated Policy Period Premium			\$5,352
	DCBS Assessment based on \$5,248 (excludes Part Two & Federal Premium)		+	\$403
	Total Estimated Policy Premium Including DCBS Assessment			\$5,755

Policy Minimum Premium: \$500

Part Two Coverage Increased Limits Minimum Premium: \$100

The minimum premium(s) may be prorated for policies issued for less than a full year.

More than one time period appears above to allow for rating or coverage changes during your policy term.

SAIF CORPORATION

400 High Street SE
 Salem, OR 97312-1000
 Toll Free 1-800-285-8525

**OREGON WORKERS COMPENSATION
 CERTIFICATE OF INSURANCE****MAIL TO:**

STOP OREGON LITTER & VANDALISM INC
 PO BOX 1235
 HILLSBORO, OR 97123-1235

CERTIFICATE HOLDER:

ODOT
 2960 STATE ST.
 SALEM, OR 97310-1066

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.

POLICY NO:	POLICY PERIOD	ISSUE DATE
904212	08/01/2000 to 08/01/2001	06/20/2001

INSURED:
 STOP OREGON LITTER & VANDALISM INC
 PO BOX 1235
 HILLSBORO, OR 97123-1235

BROKER OF RECORD:
 WALTZ SHERIDAN CRAWFORD
 PO BOX 128
 FOREST GROVE, OR 97116

LIMITS OF LIABILITY

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:
 ALL OPERATIONS

IMPORTANT:

The coverage described above is in effect as of the issue date of this certificate. It is subject to change at any time in the future.

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.

AUTHORIZED REPRESENTATIVE




CITY OF
PORTLAND, OREGON
OFFICE OF CITY ATTORNEY

Jeffrey L. Rogers, City Attorney
City Hall, Suite 430
1221 S.W. 4th Avenue
Portland, Oregon 97204
Telephone: (503) 823-4047
Fax No.: (503) 823-3089

CALL FOR PICK UP

February 11, 2002

INTEROFFICE MEMORANDUM

TO: Sandi Hansen, Jamae Creecy
FROM: Dennis Harper, Legal Contracts/Documents Analyst ¹⁷
SUBJECT: SOLV watershed restoration projects contract

I have tentatively approved as to form the attached contract, but only subject to the following:

1. With the term running from 12/19/01 to 6/30/04, this is a \$60,000 contract, as indicated in your draft ordinance. However, that ordinance only authorizes a contract for FY02 not to exceed \$20,000. The contract is not to exceed \$20,000. On that basis, the term should be for one fiscal year.

If, however, the parties desire that the contract term cover the three fiscal years, then the Consideration section needs to be revised to indicate a sum not to exceed \$60,000 (it can also say \$20,000 per year in parentheses), and the ordinance needs to authorize a three-year contract for \$60,000 in Directive a. The alternative is to revise the contract to make it only for FY02. In that case, you could recontract in subsequent years. Or, if you describe this for Council in the ordinance, you could express Council's intention to amend the contract at the option of Commissioner, Bureau Director, etc. for one or two more fiscal years, at \$20,000 per year.

In any event, the contract and ordinance need to be revised accordingly.

2. SOLV's federal tax identification number appears in the business license section. If they are exempt from the license requirement, that should appear there also.

3. I'm ok with marking Section 22 as applicable for this organization, but as you know this is normally something to mark as not applicable unless we discuss otherwise.

4. Auto liability on Exhibit C is marked to waive, although I notice that this organization has it on their certificate. If they will not drive a vehicle to perform any of this week, that is ok, but normally we require it if they have it. They have excess liability, which sometimes can cover professional errors or omissions. The 11/17/01 Police Change Notice from SAIF indicates a current policy period, but the 6/20/01 certificate expired last year.

Call me if questions. You do not have to return the contract to me, subject to the above corrections, but this memo must remain attached to all originals of this contract. Thanks!

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