

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO. _____

SHORT TITLE OF WORK PROJECT: City Corps Project

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Open Meadow Alternative Schools, hereafter called Contractor. The City's Project Manager for this contract Yvonne L. Deckard.

Effective Date and Duration

This contract shall become effective on 01/24/2007 (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 12/31/2007.

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 \$125,000 for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

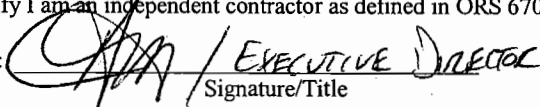
Terms and conditions listed on pages 2 - 4.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Open Meadow Alternative Schools
 Address: 7621 North Wabash, Portland, OR 97217
 Federal Tax ID #: 93-0757378 State Tax ID #: _____ Business License # 440175
 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.

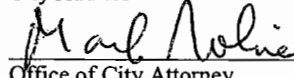
I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business 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:  / EXECUTIVE DIRECTOR 1/11/2007
 Signature/Title Date

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner: _____
 Elected Official or Delegate Date

Approved by City Auditor: _____
 City Auditor Date

Approved as to form by City Attorney:  1/11/2007
 Office of City Attorney Date

**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 an 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

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 Purchasing Agent 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.

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 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. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

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 / / 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: / / Applicable / / Not Applicable

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

24. Contractor's Personnel: / / Applicable / / 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.

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

**Statement of the Work
and
Payment Schedule**

Program Scope of Service

The City Corps project is designed to teach youth about city government and increase youth voice in the civic process. The program and students will be managed by staff from Open Meadow Alternative Schools.

Conducted between 1/1/2007 and 12/31/2007, the project involves five teams of eight youth, ages 16-21, participating in a City bureau three days/week (M,W,F) over a 6-10 week period to offer input on a particular issue, relevant to the bureau. During the project, youth will be supervised by Open Meadow staff; Open Meadow staff will also work with interested bureaus to identify the scope of appropriate issues to be addressed by the youth. Five sessions will be conducted over the course of the year.

Examples of previous projects conducted by Open Meadow City Corps youth in partnership with City of Portland Bureaus:

- Working with the Police Bureau to identify ways to increase ethnic minority interest in careers in law enforcement with the Portland PD
- Working with the Bureau of Sustainability to identify ways to reduce waste in downtown litter receptacles
- Creating a "game" which older youth conducted with middle-school youth to identify how to allocate resources for the Portland Parks 20/20 plan (Parks)
- Conducting a traffic-calming study for the intersection of N. Polk St. and N. Willamette Blvd, including recommendations for potential traffic-calming devices (PDOT)
- Working with the Water Bureau to increase awareness of the importance of water conservation by local youth.

The work under this contract will be similar in nature to the issues/problems presented above.

Students will receive instruction in problem-solving tools, student teams will use the tools and knowledge from their training to solve a "problem" and will present the results to bureau management and then to City Council. Over the 6-10 week program, students when necessary may need access to a city space to work and to have access to bureau staff to provide the students with a "problem overview" and any salient, related information relating to the issue. Involvement could be as little as 1.5 hours/week.

Program Deliverables

Outcomes

- 1) 40 high-risk youth will participate in a program to learn about city government
- 2) The participants will receive incentives along the lines of stipends, field trips and/or gift certificates to encourage successful participation in the program
- 3) Participants will maintain an 85% attendance rate in the program
- 4) Contractor will provide five 6-10 week sessions, with up to 10 students in each session
- 5) 24 participants will earn .5 high school credit for completion of program coursework
- 6) Students will receive instruction in problem solving techniques and apply their learned problem solving tools to the presented issues
- 7) Open Meadow City Corp participants will make five presentations of recommendations to council or their designees, addressing bureau identified issues that have been following the below schedule
 - a. One presentation in the spring
 - b. Two presentation in the summer
 - c. Two presentation in the fall
- 8) For each presentation to council there will be a hard copy final report of the presentation

Billing Schedule

Billing to be conducted on a performance basis, upon completion of each of the five presentations to City Council, the contractor will submit a bill of \$25,000 for work performed.

Open Meadow City Corps
Program Summary 2007

	Annual Budget
Program Supervision (.15 FTE @ \$60,000)	9,000
Program Coordinator (1.0 FTE @ \$38,000)	38,000
Admin Asst (.25 FTE @ \$29,000)	<u>7,250</u>
Personnel Subtotal	\$54,250
Benefits @ 24%	\$13,020
Participant Costs	
Participant incentives	17,500
"Golf" – style shirts (\$12/shirt x 2 shirts x 40 youth)	960
Transportation (van for field trips/project activities)	9,000
Advocate (5 sessions x 3 events/session x \$50/event)	<u>750</u>
Participant Subtotal	\$28,210
Subcontracts	
Team Building (5 events @ \$500/event)	2,500
Langford TEAMS training	<u>4,000</u>
Subcontracts subtotal	6,500
Supplies & Operating	
Curriculum	3,556
Office Supplies	2,000
Printing/PR	500
1 PC, 1 laptop	2,000
Cell phones (1 @\$50/month x 12 months)	600
Professional Development	1,000
Local Travel (mileage reimbursement)	<u>2,000</u>
Supplies & Operating Subtotal	11,656
Open Meadow allocable costs	11,364
(accounting, audit, occupancy, supervision @ 10%)	
TOTAL	\$125,000

**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.

Contractor Signature _____



Date _____

1/11/2007

Entity _____

Open Meadows Art. S.L.

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.

City 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.

180742

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 01/11/07

PRODUCER 1-503-222-1831
JBL&K Risk Services
 220 NW 2nd Ave Suite 800
 Portland, OR 97209-3951

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Philadelphia Indemnity Ins Co
COMPANY B
COMPANY C
COMPANY D

INSURED
 Open Meadow Alternative Schools
 7621 North Wabash Avenue
 Portland, OR 97217

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Professional Liability	PHPK205908	12/18/06	12/18/07	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PHPK205908	12/18/06	12/18/07	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	PHUB075694	12/18/06	12/18/07	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PRIORIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - DISEASE \$
A	OTHER Employee Dishonesty	PHPK149209	12/18/06	12/18/07	Limit: 80,000 Deductible 1000

APPROVED AS TO FORM
Linda Menz
 CITY ATTORNEY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 All operations of the Named Insured as provided under the policy terms, conditions & exclusions.
 Additional Insured as respects General Liability Coverage: Certificate Holder

CERTIFICATE HOLDER
 City of Portland
 Auditor's Office
 Attn: Kathy Robertson
 1221 SW 4th Ave, Room 140
 Portland, OR 97204-1987
 USA

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Sandy Taylor



City of Portland - Equal Benefits Compliance Worksheet/Declaration

You are encouraged to submit the completed Equal Benefits Worksheet/Declaration with your bid or proposal response. If not submitted, you will be required to provide the form prior to contract award. The City cannot award a contract until this information is submitted.

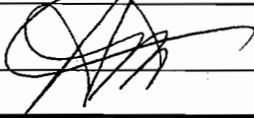
Offeror Information:

Company Name: Open Meadow Alternative Schools Contact Person: Andrew Mason
 Phone Number: (503) 978-1935 Fax: _____ E-mail: _____
 Approximate Number of Employees in the U.S.: _____ Fed. Tax ID Number 93-0757378

7621 North Wabash; Portland, OR 97217

Address

I declare under penalty of perjury under the laws of the State of Oregon that the information is true and correct, and that I am authorized to bind this entity contractually.

Signature 

Andrew Mason
Name (please print)

1. a. Do you have any employees? YES NO
 If "YES," continue to Question 1b and 2. If "NO," select **Option A – Full Compliance – No Employees.**
- b. Are any of your employees covered by a collective bargaining agreement or union trust fund? YES NO
2. Do you provide the same employee benefits to domestic partners as you do to spouses of employees?* YES NO

If the answer to Question 2 is "YES", select **Option B – Full Compliance.**

If you DO NOT provide benefits to spouses or the domestic partners of your employees, select **Option C – No Benefits.**

* "Employee benefits" means any plan, program or policy provided by an employer to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements may be preempted by federal or state law.

Option A – Full Compliance – No Employees

Has no employees.

Option B – Full Compliance

Makes benefits available on an equal basis to its employees with spouses & its employees with domestic partners.

Option C – Full Compliance – No benefits to spouses OR domestic partners

Does not make benefits available to the spouses or the domestic partners of its employees.

Option D – Delayed Compliance

Offeror must request and receive authorization from the Bureau of Purchases to delay implementation of equal benefits prior to selecting this option. Authorization must be granted before the contract can be awarded. Attach the "Delayed Compliance Authorization" which allows you to select Option D. The Delayed Compliance Authorization form can be obtained from the following web site: <http://www.portlandonline.com/omf/index.cfm?c=43774>

Statement of NON-Compliance

The above named Offeror does NOT comply and does NOT intend to comply with Portland City Code Chapter 3.100.050 through 3.100.056 and related rules.



City of Portland - Equal Benefits Compliance Worksheet/Declaration

You are encouraged to submit the completed Equal Benefits Worksheet/Declaration with your bid or proposal response. If not submitted, you will be required to provide the form prior to contract award. The City cannot award a contract until this information is submitted.

Offeror Information:

Company Name: Open Meadow Alternative Schools Contact Person: Andrew Mason
Phone Number: (503) 978-1935 Fax: _____ E-mail: _____
Approximate Number of Employees in the U.S.: _____ Fed. Tax ID Number 93-0757378

7621 North Wabash; Portland, OR 97217

Address

I declare under penalty of perjury under the laws of the State of Oregon that the information is true and correct, and that I am authorized to bind this entity contractually.

Signature 

Andrew Mason
Name (please print)

- 1. a. Do you have any employees? YES NO
If "YES," continue to Question 1b and 2. If "NO," select **Option A – Full Compliance – No Employees.**
- b. Are any of your employees covered by a collective bargaining agreement or union trust fund? YES NO
- 2. Do you provide the same employee benefits to domestic partners as you do to spouses of employees?* YES NO

If the answer to Question 2 is "YES", select **Option B – Full Compliance.**

If you DO NOT provide benefits to spouses or the domestic partners of your employees, select **Option C – No Benefits.**

* "Employee benefits" means any plan, program or policy provided by an employer to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements may be preempted by federal or state law.

Option A – Full Compliance – No Employees

Has no employees.

Option B – Full Compliance

Makes benefits available on an equal basis to its employees with spouses & its employees with domestic partners.

Option C – Full Compliance – No benefits to spouses OR domestic partners

Does not make benefits available to the spouses or the domestic partners of its employees.

Option D – Delayed Compliance

Offeror must request and receive authorization from the Bureau of Purchases to delay implementation of equal benefits prior to selecting this option. Authorization must be granted before the contract can be awarded. Attach the "Delayed Compliance Authorization" which allows you to select Option D. The Delayed Compliance Authorization form can be obtained from the following web site: <http://www.portlandonline.com/omf/index.cfm?c=43774>

Statement of NON-Compliance

The above named Offeror does NOT comply and does NOT intend to comply with Portland City Code Chapter 3.100.050 through 3.100.056 and related rules.

ATTENTION KATHY ROBERTSON

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/28/2006
ISSUER (503)222-1831 FAX: (503)274-0323		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
JBL&K Insurance Agency 220 NW 2nd Ave Suite 800 Portland OR 97209-1831		
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
Open Meadow Alternative Schools 7621 North Wabash Avenue Portland OR 97217-6031	INSURER A: Twin City Fire Insurance	29459
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED If yes, describe under SPECIAL PROVISIONS below	52WEQPR0007	10/1/2006	10/1/2007	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

APPROVED AS TO FORM
Sandra Taylor
CITY ATTORNEY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER	CANCELLATION
City of Portland Bureau of Housing/Community Development Attn: Kim Powe or Karen Belsey 421 SW Sixth Ave, Ste 1100-A Portland, OR 97204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Sandy Taylor/SANDTA <i>Sandra Taylor</i>