

CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO. \_\_\_\_\_

SHORT TITLE OF WORK PROJECT:
Columbia Slough Watershed Council Services

This contract is between the City of Portland ("City," or "Bureau") and Columbia Slough Watershed Council, hereafter called Contractor. The City's Project Manager for this contract is Nancy Hendrickson.

Effective Date and Duration

This contract shall become effective on July 1, 2011. This contract shall expire, unless otherwise terminated or extended, on June 30, 2016.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$215,000 for accomplishment of the work.
(b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): Columbia Slough Watershed Council

Address: 7040 NE 47th Ave., Portland, OR 97218-1212

Employer Identification Number (EIN) 03-0456181

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]

City of Portland Business License # 440104

Citizenship: Nonresident alien \_\_\_ Yes \_\_\_ No

Business Designation (check one): \_\_\_ Individual \_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_ Corporation
\_\_\_ Limited Liability Co (LLC) \_\_\_ Estate/Trust \_\_\_ Public Service Corp. \_\_\_X\_\_\_ 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.

TERMS AND CONDITIONS

1. Standard of Care: Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date 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 corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, and the Statement of Work and Payment Schedule. In the event of any apparent or alleged conflict the conflict will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule. c) Any exhibits attached to the contract. d) The City's solicitation document from which this contract resulted. These provisions supersede and take precedence over any exhibits attached to the Contract.

4. Early Termination of Contract

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to

terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

#### 5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

#### 6. 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.

#### 7. Compliance with Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

#### 8. Indemnification for Property Damage and Personal Injury

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

#### 9. Insurance

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

(a) 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).

(b) Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per 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 Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by Bureau  X

Waiver by Bureau    

(c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable:

Required by Bureau  X

Waived by Bureau    

(d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence.

Required by Bureau    

Waived by Bureau  X

(e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 10 days written notice from the Contractor or its insurer(s) to the City.

(f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### 10. Ownership of Work Product

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the

Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

**11. EEO Certification:** In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

**12. Equal Benefits**

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

**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 promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

**17. Governing Law/Venue**

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. 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 Chief Procurement Officer 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 Contract.

**20. Prohibited Conduct**

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

**21. Payment to Vendors and Subcontractors**

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

**22. Access to Records**

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

**23. Audits**

(a) The City 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 paragraph 23. 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 exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

#### 24. Electronic Signatures

The City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

#### 25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

#### 26. Dispute Resolution/Work regardless of disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

#### 27. Progress Reports: // Applicable /\_\_\_/ Not Applicable

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

#### 28. Contractor's Personnel: /\_\_\_/ Applicable // Not Applicable

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

#### 29. Subcontractors

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

#### 30. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

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### STATEMENT OF THE WORK AND PAYMENT SCHEDULE

#### SCOPE OF WORK

##### Council

1. Coordinate the Watershed Council's monthly meetings. Coordinate the Council's standing and ad hoc committee meetings.
2. Collect and compile photo documentation and attendance records for all contract activities, events, and programs. Provide BES with photos and records as requested. Develop, secure, and provide to BES evaluations from all contract activities, events, and programs.
3. *Columbia Slough Watershed Action Plan*:
  - a. Recruit and coordinate council members and community volunteers to support activities associated with the Action Plan.
  - b. Update the Action Plan by June 30, 2013.
4. Provide electronic and paper reports to BES summarizing the *Columbia Slough Regatta*, *¡Explorando! el Columbia Slough*, and the *Awards Celebration* events. Include photos, attendance numbers, and event summaries.

5. Provide bimonthly (every other month) electronic and paper reports to BES summarizing all other contract activities, events, and programs.

### Events

1. Develop, organize, coordinate, promote, and execute the following events (or equivalent, as agreed upon by BES):
  - A. **Columbia Slough Regatta** (one (1) annually). This event shall provide the opportunity for community members to participate in on-the-water explorations of the Slough. The Council shall provide non-motorized watercraft for public use. Educational displays, activities, and vendors shall provide information about the Columbia Slough Watershed and environmental concerns.
  - B. **¡Explorando! el Columbia Slough** (one (1) annually). This is a bilingual (Spanish - English) family-oriented environmental festival. This event shall provide culturally appropriate activities, programming, and information regarding the Columbia Slough Watershed.
  - C. **Columbia Slough Awards Celebration** (one (1) annually). This event will recognize the accomplishments of individuals, agencies, groups, landowners and educators who make significant contributions to the scientific, environmental, and community understanding of the watershed.
  - D. **Workshops** (three (3) annually). These four-hour community workshops will provide information to the public by watershed and environmental professionals. The workshops will include both classroom and hands-on learning opportunities. Potential topics include, but are not limited to:
    - Columbia Slough Overview - an introduction to the watershed's history, hydraulics, levee system, businesses, communities, trail system, recreational opportunities, and natural resources
    - Wetlands - an introduction to wetland science, regulations, wetland systems and wetland ecology
    - Rain Gardens - an introduction to the basics of planning, designing, and constructing a rain garden to hold and infiltrate stormwater runoff
    - Naturescaping - an introduction to the practice of designing a landscape so that it reduces water use, stormwater runoff, and pollution
    - Groundwater/surface water - an introduction to the interaction between surface water and groundwater, hydraulics, threats to groundwater quality, protective measures, and groundwater wells in the watershed
  - E. **Introduction to the Watershed Events** (three (3) annually). These community-oriented events are 1.5-3 hours in length. Potential topics include, but are not limited to: *Surface Water Science, Citizen Stewardship, Watershed History, Environmental Restoration, and/or Flora and Fauna of the Watershed*
  - F. **Paddle Events** (three (3) annually). These community events will provide opportunities for a variety of age and experience levels to participate in guided paddle tours on the Columbia Slough. Council staff and other experts will provide paddlers with watershed-based information before and during the tours. Potential formats include, but are not limited to: *Evening "after work" Paddling, Late-Night Paddling, and/or Bring Your own Boat (non-motorized) Paddling*
  - G. **Stewardship Saturdays** (six (6) annually). These 3-hour volunteer work parties include native shrub and tree planting, invasive plant removal, trail maintenance, tree caging (beaver protection), natural area and park natural area clean-ups in the Slough Watershed.

2. Coordinate with the Bureau of Environmental Services (BES), other City of Portland bureaus, and community groups to participate in associated events such as, but not limited to:
  - Great Blue Heron Week
  - Migratory Bird Festival
  - Sunday Parkways
3. Attend a minimum of three (3) Portland Neighborhood Association or community group meetings and/or events annually. Provide information about the Council and the Columbia Slough Watershed. Actively solicit neighborhood, business, and community group participation in CSWC events.

#### Communication/Outreach

Coordinate with BES Staff in the development and distribution of publicity and press releases for contract events and activities.

1. Develop and distribute publicity, press releases, news articles and advertisements regarding contract events, activities, and accomplishments.
2. Post information about programs, events, activities, and Action Plan developments on the Council website.
3. Maintain an active presence on relevant social media sites such as, but not limited to Facebook, Twitter, Portland Parks Raven Review, CNRG (Community Non-profit Resource Group).
4. Create and distribute at least two (2) *Slough News* newsletters per year. Produce and distribute at least six (6) electronic "Slough E-News Updates" per year.

#### Stewardship

1. Recruit, manage, and train community and student volunteers for Watershed Council-sponsored education, restoration, recreation, and monitoring projects. Supervise volunteers participating in Council stewardship activities. The goal of the program shall be to foster knowledgeable citizen watershed advocates.
2. Coordinate an on-the-water monitoring program focused on citizen-science to track problems and issues in the Columbia Slough waterway and riparian zone. These problems include illegal dumping, native vegetation removal, and the presence and proliferation of unwanted invasive plants and animals.
3. Develop, organize and coordinate two (2) annual on -the- water monitoring and/or clean-up events or activities. The goal of these activities will be to provide citizen advocates with the tools necessary to identify and report problems such as removal of native vegetation, illegal dumping, illegal filling and invasive species presence and/or proliferation.

#### Optional Watershed Restoration

1. At the City's option, additional work may include restoration projects as defined by the Columbia Slough Watershed Council Action Plan or the Portland Watershed Management Plan and as agreed to in writing by the City's Project Manager and Watershed Council Executive Director.

**COMPENSATION**

The maximum that the Contractor can be paid on this contract is \$215,000 (hereafter the "not to exceed" amount.) Payment shall be made on a bi-monthly basis in accordance with the budget shown below.

Budget

	Bi-monthly Payment	Annual Amount	
July 2011 – June 2012	\$6,333.33	\$38,000	
July 2012 – June 2013	\$6,500.00	\$39,000	
July 2013 – June 2014	\$6,666.66	\$40,000	
July 2014 – June 2015	\$6,833.33	\$41,000	
July 2015 – June 2016	\$7,000.00	\$42,000	
<b>Subtotal</b>			\$200,000
Optional Watershed Restoration Projects			\$15,000
<b>Total Contract Amount</b>			\$215,000

Invoicing/Payments

At the end of each two-month period, Contractor shall submit an invoice to BES in accordance with the budget set forth above. The invoice will contain the City's contract number and include a progress report with a brief description of tasks accomplished, progress to date and attendance at events.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

Payment Terms: Net 30 Days

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 [Signature] Date 5-17-2011 Entity CSWC

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 \_\_\_\_\_

**CONTRACTOR SIGNATURE:**

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE 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 and is in compliance with the Equal Benefits Program 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.

**COLUMBIA SLOUGH WATERSHED COUNCIL**

BY: Jane A. Van Dyke

Date: 5-17-2011

Name: Jane A. Van Dyke

Title: Executive Director

Contract No. \_\_\_\_\_

Contract Title: Columbia Slough Watershed Council Services

**CITY OF PORTLAND SIGNATURES:**

By: n/a  
Bureau Director

Date: \_\_\_\_\_

By: n/a  
Chief Procurement Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Elected Official

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
Office of City Auditor

Date: \_\_\_\_\_

Approved as to Form:

**APPROVED AS TO FORM**

By: *Anita Kruger*  
Office of City Attorney  
**CITY ATTORNEY**

Date: 6/6/11



# CERTIFICATE OF LIABILITY INSURANCE

184718

DATE (MM/DD/YYYY)  
7/13/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rogers Fitzwalter & Powell Inc 1521 SW Salmon Street  Portland OR 97205		<b>CONTACT NAME:</b> Sandra Miles <b>PHONE (A/C, No, Ext):</b> (503) 227-2246 <b>FAX (A/C, No):</b> (503) 275-8500 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> 00014902	
<b>INSURED</b> Columbia Slough Watershed Council Inc 7040 NE 47th Ave  Portland OR 97218-1212		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Western World Ins. Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: 10-11 GL REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		NPP8020602	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	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) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				WC STATUTORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO FORM  
*Sandra Miles*  
CITY ATTORNEY  
6/6/11

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is additional insured per WW-180 3/10 for BES & Community Watershed Stewardship Program, Grant Requirements and Portland Parks and Recreation

<b>CERTIFICATE HOLDER</b> City of Portland its officers, agents and employees 1120 SW 5th Ave Portland, OR 97204-1912	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Sandra Miles/SM <i>Sandra Miles</i>
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**Your Policyholder Identification Cards -  
Please Keep With Your Vehicle Registration**

**AUTOMOBILE LIABILITY IDENTIFICATION CARD**  
GENERAL INSURANCE COMPANY OF AMERICA  
SEATTLE, WASHINGTON

**POLICY NUMBER      EFFECTIVE DATE      EXPIRATION DATE**  
O2-CD-143035-9      07-01-10      07-01-11

**YEAR    MAKE OR MODEL      VEHICLE I.D. NUMBER**  
92      JEEP      1J4FJ28S8NL222312

COLUMBIA SLOUGH WATERSHED  
COUNCIL  
7040 NE 47TH AVE  
PORTLAND, OR 97218

ROGERS FITZWALTER & POWELL INC  
(503) 227-2246

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184718

**Proof of Coverage Search - Results**

184718

Employer: COLUMBIA SLOUGH WATERSHED COUNCIL INC  
7040 NE 47TH AVE  
PORTLAND, OR 97218

[See all policies for this employer location](#)

**Coverage Effective**

07/01/2010 to 07/01/2011

**Policy Information**

Insurer: SAIF CORPORATION  
Policy #: A966664156 Policy Status: ACTIVE  
Policy Holder: COLUMBIA SLOUGH WATERSHED COUNCIL INC  
7040 NE 47TH AVE  
PORTLAND, OR 97218-1212

[Covered Employer Locations](#)

[Claims Processing Information](#)

[Return to the search page](#)

[Request Coverage Search Assistance](#)

**Search hints:**

- The search tool is sensitive to exact spelling based on the spelling used by the insurer.
- Try first searching with fewer words of the employer's legal name (perhaps just one unique word).
- If the screen shows too many results, then add another element such as the city or one known piece of the street address (even just the address number without the street name).
- Again, if the results are too many, add another data element.
- If you use the back arrow to get back to the search page, be sure to click on the "Reset Search Fields" button to clear the form.
- To search for self-insured employers, click on the "[Self-Insured Employer List](#)" to access the form.

Shortcut to this site: [WorkCompCoverage.wcd.oregon.gov](http://WorkCompCoverage.wcd.oregon.gov)

wcd\_coverage\_search.list.results