

Exhibit "A"

AGREEMENT NO.

An Agreement between the City of Portland (City), the Cascade AIDS Project (Fiscal Agent), and the Southwest Washington Health District (Contractor), to provide transitional housing for dually diagnosed HIV/AIDS affected people in Clark County.

RECITALS:

1. The City has been awarded funds from the HOPWA program of the U.S. Department of Housing and Urban Development to fund projects within a six county area to assist individuals with HIV/AIDS.
2. The Cascade AIDS Project (CAP) in collaboration with Southwest Washington Health District submitted a proposal to provide a Transitional Housing Program of 4 units serving persons with HIV/AIDS who live in Clark County.
3. The proposal is designed to meet the needs of HIV/AIDS residents by providing transitional housing which will create stability to allow participants to become integrated into the community support service network in Clark County. This is intended to enable participants to move to permanent housing following the transition period.
4. Cascade AIDS Project has significant experience in providing housing and services to people living with HIV/AIDS. Southwest Washington Health District has significant experience in screening, referral, and case management for this population.
5. Southwest Washington Health District has proposed working in collaboration with the Southwest Washington Consortium on HIV/AIDS, the Vancouver Housing Authority, and Cascade AIDS Project to provide transitional and permanent housing and appropriate support services to individuals and families living with HIV/AIDS.
6. Data in Clark County indicates that 10 to 20 clients experience a housing crisis in a typical month. The provision of transitional housing for persons living with HIV/AIDS meets the goals of the HOPWA program.
7. The City now wishes to enter into an agreement with Cascade AIDS Project and Southwest Washington Health District in the amount of \$83,949 to support transition housing for persons living with HIV/AIDS.

AGREED:

- I. Scope of Services
 - A. The Contractor will provide the services described below for the duration of the contract:
 1. The Contractor will provide case management and related services to families and individuals enrolled in the transitional housing project. These

services will be provided on an ongoing basis consistent with the terms of this agreement. These services will include:

- a. Development of case management plans targeted toward stable independent housing;
 - b. Linkage to health, mental health, drug and alcohol rehabilitation programs;
 - c. Assistance with basic life-management skills such as budget management, using public transportation, locating and accessing community resources for food, child and respite care, part time employment, etc.;
 - d. Monitoring clients use of transitional housing units, including client payment of share of rent, unit housekeeping, and adherence to other terms of the rental agreement; and
 - e. Assistance with finding permanent housing.
2. The program will be delivered in a manner consistent with all regulations governing the Housing Opportunities for Persons with AIDS Program contained at 24 CFR. This includes the following requirements:
- a. Units shall comply with the habitability standards set out in 24 CFR §574.310(b) (1997) or in any superseding regulations.
 - b. Tenant Contribution to Rent:
 - (1) Contractor or its designee shall certify the gross monthly household incomes of prospective tenants before entering into a lease agreement and shall otherwise make sure they are eligible persons. Contractor or its designee shall calculate and certify the monthly adjusted income of each household who will occupy a HOPWA unit for the purpose of calculating their tenant contribution to rent at the time of initial occupancy and shall recertify the monthly adjusted income and tenant contribution to rent at least annually and more often as necessary to avoid any hardship to tenants whose incomes decline between annual recertifications.
 - (2) Tenant contributions to rent in the HOPWA units, including utilities, shall be the greater of:
 - (a) 30 percent of the household's monthly adjusted income.
 - (b) 10 percent of the household's monthly gross income; or
 - (c) If the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the

household's actual housing costs, is specifically designated by the agency to meet the household's housing costs, the portion of the payments that is designated.

- c. **Termination of assistance to eligible person:** Contractor may only terminate assistance to eligible persons residing in HOPWA units if the eligible person violates material, reasonable conditions of occupancy. Contractor must ensure that supportive services are provided prior to any proposed termination, so that an eligible person's assistance is terminated only in the most severe cases. Termination by Contractor must be made upon written notice containing a clear statement of the reasons for termination, must be carried out in compliance with the requirements of Oregon Law and must accord the tenant with all of his or her rights to due process of law.
- d. **Increased need for care:** If the Contractor becomes aware that a tenant with HIV or AIDS in a HOPWA unit requires more intensive care than can be provided at the Project, the Contractor or its designee shall locate a care provider who can appropriately care for the individual and shall refer the individual to the care provider.
- e. **Termination of Assistance to Surviving Family Members:** With respect to the surviving family member or members living in a HOPWA unit with the person with AIDS at the time of his or her death, housing assistance and supportive services shall continue for a grace period of at least six months following the death of the eligible person with AIDS. Contractor may extend the grace period up to an additional six months and shall notify the family of the duration of their grace period in writing. Contractor may assist the family with information on other housing resources and with moving expenses.
- f. **Fees:** No fees, except rent, will be charged of any eligible person for any housing or services provided by Contractor.

B. The Fiscal Agent will provide the following services:

1. Cascade AIDS Project will provide fiscal management services for the transitional housing project, including but not limited to keeping the City Project Manger informed of the status of the transitional housing program on an on-going basis.
2. Review and approve billings for accuracy, adequacy of documentation, and compliance with the approved budget.
3. Review and approve progress reports for accuracy and completeness.
4. Maintain copies of records relating to the project.
5. Monitor performance of the Contractor to assure that the project complies with the applicable terms and conditions of this Agreement.
6. Provide all required insurance coverage for the project.
7. The fiscal agent will also perform contract services related to acquiring leases units, placement of individual in these units and subsequent housing management services for these units.

II. Performance Measures

- A. The Fiscal Agent will acquire leases for four units to be occupied within 60 days of receipt of funds.
- B. The program goal is to serve 4-8 eligible households per year, with each household stay being a maximum of six months, renewable at the discretion of the Contractor for up to an additional six months if transition to permanent housing is, in the opinion of the case manager, not appropriate or likely to be detrimental at the expiration of the initial six month term. The average stay is expected to be six months.
- C. Adequate treatment for mental health or chemical dependency problems.
- D. Outcome measures include:
 - Units will be occupied 95% of the time.
 - 85% of clients served will obtain permanent housing or be placed in another appropriate treatment facility.
 - No more than 15% of clients served will return to homelessness.
 - Of clients placed in permanent housing, at least 70% will remain in housing nine months after placement.

III. Reporting Requirements

- A. The Fiscal Agent shall submit a quarterly report on the progress of the project to the Bureau of Housing and Community Development within 30 days of the end of each quarter. Quarterly reports are due October 31, 1998, January 31, 1998, April 30, 1999 and a final report on July 31, 1999.
- B. The periodic reports will include a narrative progress report which describes the overall status of the project, including major accomplishments, tasks completed or underway, and any proposed changes to the work products or timeliness.
- C. In addition to narrative reports, the Fiscal Agent will provide a demographic report regarding all persons served under this agreement, including, income, household size and type, race, age, sex, and outcome of housing and services provided.

IV. Compensation & Method of Payment

- A. The City will reimburse the Fiscal Agent for anticipated and actual expenses in accordance with the Budget (Attachment). Upon receipt of an itemized statement of expenditures. Funds will be disbursed to the Fiscal Agent for:
 1. Actual expenditures, upon submission of copies of receipts or other acceptable documentation, or
 2. Anticipated expenditures, upon submission of a bid, official estimate, purchase orders or other documentation adequate to support anticipated expense. Documentation of the actual expenditure of any anticipated expenses paid by the City shall be submitted to the City promptly after the actual expenditure was incurred. Any adjustments needed will be applied to the next processed payment.

The Fiscal Agent will maintain documentation of all expenses and make such records available for inspection by the City upon request.

- B. All funds received by the Fiscal Agent, whether for actual or anticipated expenditures, must be disbursed within three (3) working days of receipt.
 1. Any changes to the approved budget must be approved in writing by the City Project Manager before expenditure of funds in new amounts or line items.
 2. No funds under this Agreement may be used to purchase non-expendable personal property or equipment. Funds may be used to pay for lease or rental or equipment if approved in advance by the City Project Manager.
- C. Total compensation under this Agreement shall not exceed EIGHTY THREE THOUSAND, NINE HUNDRED AND FORTY NINE DOLLARS (\$83,949).

V. City Project Manager

- A. The City Project Manager shall be Andy Miller, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

VI. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Contractor of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and Contractor may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City under sections A and C hereof 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.

In the event of breach of this contract by the City, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Contractor an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or Contractor may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

- E. **NON-DISCRIMINATION and EQUAL OPPORTUNITY.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
2. The Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
3. The Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60). Furthermore, the Contractor certifies it has adopted procedures to ensure that all persons who qualify for assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of these procedures.

- F. **SECTION 3:** The Contractor will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).

- G. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the

purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final payments and all other pending matters are closed.

H. **MAINTENANCE OF RECORDS.** The Contractor shall maintain fiscal records on a current basis to support its billings to the City. The Contractor shall retain fiscal as well as all records relating to program management and operation, program beneficiaries, demographics and eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work here under.

I. **AUDITS.** The Contractor is subject to the audit requirements of 24 CFR 45.

Also, the City, either directly or through a designated representative, may audit the records of the Contractor at any time during the 3 year period established by Section H above.

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 City.

J. **INDEMNIFICATION.** The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this contract.

K. **LIABILITY INSURANCE.**

(a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this contract. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance

shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Contractor.

(b) The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the City.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

L. WORKERS' COMPENSATION INSURANCE.

(a) The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's worker's compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renewal of its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of worker's compensation insurance as renewals of said insurance occur.

(c) If Contractor believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Contractor agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. In this case, the Questionnaire shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (A) TERMINATION FOR CAUSE, hereof shall not apply.

M. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor shall not sub-contract its work under this contract, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this contract. 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 sub-contractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

N. **INDEPENDENT CONTRACTOR STATUS.** The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Contractor and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

O. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

No board of director member or employee of the Contractor, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the Contractor during the contract.

On HOPWA-funded projects, the Contractor shall further comply with the conflict of interest provisions cited in 24 CFR 574.625.

P. **CONTRACT ADMINISTRATION, 24 CFR 574.605.** The Contractor shall comply with the policies, guidelines and requirements of OMB Circular Nos. A-122 and A-110 with regard to the acceptance and use of funds.

Q. **OREGON LAW AND FORUM.** This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the Contractor arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- R. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations. For HOPWA-funded projects, the Contractor shall carry out its activities in compliance with 24 CFR 574.500.
- In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.
- T. **PROGRAM AND FISCAL MONITORING.** The City through the Bureau of Housing & Community Development shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.
- U. **PROGRAM ACCESS BY THE DISABLED.** The Contractor shall, to the maximum feasible extent, follow the Bureau of Housing and Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- V. **SEVERABILITY.** If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- W. **INTEGRATION.** This agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.
- X. **FUND-RAISING.** City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- Y. **PUBLICITY.** Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- Z. **LOBBYING.** The Contractor shall not utilize these funds for lobbying the Executive or Legislative branches of the Federal Government, in compliance with 24 CFR 87.
- AA. **CHURCH-STATE.** The Contractor agrees to comply with the applicable provisions of 24 CFR 574.300(c).

- BB. DRUG-FREE WORKPLACE.** The Contractor will maintain a drug-free workplace in conformance with 24 CFR part 24, subpart F.
- CC. INDEPENDENT FINANCIAL AUDITS/REVIEWS.** Any contractor receiving \$300,000 or more in federal funds, from all sources, in any program year is required to obtain an independent audit of the federally-funded program(s), in compliance with federal OMB Circular A-133. Any contractor receiving between \$25,000 and \$300,000 in federal funds, from all sources, in any program year, is required to obtain an independent financial review. Additionally, contractors receiving between \$25,000 and \$300,000 in federal funds may be required to obtain an A-133 audit, if the City believes it is warranted. Two copies of all required financial audits or reviews will be submitted to the designated City Project Manager within thirty days of their completion.
- DD. PAYMENTS.** The Contractor shall ensure that grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service by any state compensation program, under an insurance policy, or under federal or state health benefits program; or by entities that provides health services on a prepaid basis.
- EE. TERMINATION OF ASSISTANCE.** With respect to the surviving members of a family who were living in a unit assisted under the HOPWA program with the person with HIV/AIDS at the time of his or her death, housing assistance and supportive services under the HOPWA program shall continue for a grace period following the death of the person with HIV/AIDS. The grantee or project sponsor shall establish a reasonable grace period, in the lease agreement, subject to City approval, for continued participation by a surviving family member, but that period may not exceed one year from the death of the family member with HIV/AIDS. The Contractor shall notify the family of the duration of the grace period through a lease clause and written notification and may assist the family with information on other available housing and moving expenses.
- FF. CONFIDENTIALITY.** The Contractor shall agree, and shall ensure the confidentiality of the name of any individual assisted and any other information regarding individuals receiving assistance.

The term of this Agreement shall be effective July 1, 1998 and shall remain in effect during any period the Fiscal Agent has control of City funds, including program income. Work by the Fiscal Agent and Contractor shall terminate as of June 30, 1999.

Dated this _____ day of _____, 1998.

CITY OF PORTLAND

CASCADE AIDS PROJECT

Gretchen Miller Kafoury
Commissioner of Public Affairs

Thomas Bruner
Executive Director

**CONTRACTOR: SOUTHWEST
WASHINGTON HEALTH DISTRICT**

Kay Koontz
Director

APPROVED AS TO FORM:
APPROVED AS TO FORM

Jeffrey L. Rogers
City Attorney

Attachment A

BUDGET
Fiscal Year 1998-99

Southwest Washington Health District Case Management

Payroll	\$ 20,262
Benefits	5,884
Office Supplies	650
Local Travel	1,000
Payee Fee (\$26/month x 4 clients x 12 months)	1,248
Administration	\$2,250
Staff	750
<i>Sub-Total</i>	<i>\$32,044</i>

Cascade AIDS Project Housing**Vouchers**

Rental Assistance (4 units x \$610 month x 12 months)	\$ 29,280
Move-in Fee (4 units x \$150 x 3 times a year)	1,800
Move-in Costs (4 units x \$1,200)	4,800
Utilities not covered in lease (4 units x \$50/month x 12 months)	2,400
Unit Insurance/Damages	5,355
<i>Sub-Total (Vouchers)</i>	<i>\$43,635</i>

Personnel and Office

Contract Management (0.1 FTE)	3,665
Benefits and Taxes	660
Administration	3,600
Contract Services	50
Rent	250
Telephone	45
<i>Sub-Total</i>	<i>\$8,270</i>

TOTAL **\$83,949**

ORDINANCE NO. **172829**

*Contract with the Cascade AIDS Project and Southwest Washington Health District in the amount of \$83,949 to support the Transitional Housing Program for persons with HIV/AIDS and provide for payment. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds that:

1. The City has been awarded funds from the Housing Opportunities for Persons with AIDS (HOPWA) program of the U.S. Department of Housing and Urban Development to fund projects within a six county area to assist individuals with HIV/AIDS.
2. The Southwest Washington Health District submitted a proposal to provide a Transitional Housing Program of 4 units serving persons with HIV/AIDS who are homeless or at-risk of homelessness. This program was recommended for funding by the HOPWA Steering Committee.
3. The Southwest Washington Health District has the experience and capacity to provide these services and administer these funds.
4. The City now wishes to enter into an agreement with Southwest Washington Health District in the amount of \$83,949 to support the Transitional Housing Program.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Affairs is hereby authorized to enter into an agreement with the Southwest Washington Health District in the amount of \$83,949 substantially in accordance with the contract attached as Exhibit A.
- b. The Mayor and City Auditor are hereby authorized to pay for said agreement in accordance with the terms of the agreement.

Section 2. The Council declares that an emergency exists because the services described in Section are needed immediately; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **NOV 04 1998**

Comm. Gretchen Miller Kafoury
Andy Miller
October __, 1998

BARBARA CLARK
Auditor for the City of Portland
By *Cay Kewhmer*
Deputy

~~-1584~~ 1624
ORDINANCE NO.

Title **172829**

*Contract with the Cascade AIDS Project and Southwest Washington Health District in the amount of \$83,949 to support the Transitional Housing Program for persons with HIV/AIDS and provide for payment. (Ordinance)

INTRODUCED BY	Filed: OCT 23 1998
Commissioner Gretchen Miller Kafoury	Barbara Clark Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs <i>Gretchen M. Kafoury (ta)</i>	By: <u><i>Ray Kerchner</i></u> Deputy
Finance and Administration	
Safety	For Meeting of: _____
Utilities	
Works	ACTION TAKEN: NOV 04 1998
BUREAU APPROVAL	
Bureau: Housing & Community Development	
Prepared by Date Andy Miller 10/23/98	
Budget Impact Review: x Completed Not Required	
Bureau Head: <i>S. Rudman</i> Steven D. Rudman, Director (rMF)	

AGENDA	FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
		YEAS	NAYS
Consent <input checked="" type="checkbox"/> Regular	Francesconi	Francesconi	
NOTED BY	Hales	Hales	
City Attorney	Kafoury	Kafoury	
City Auditor	Sten	Sten	
City Engineer	Katz	Katz	