

## MANAGEMENT AGREEMENT FOR DIGNITY VILLAGE

CONTRACT No. 53015

AMENDMENT No. 6

The above referenced Contract between the City of Portland, acting by and through its Portland Housing Bureau, and Dignity Village is hereby amended as follows:

Effective Date and Duration

This contract is hereby extended to September 30, 2012.

All other terms and conditions of Contract No. 53015 between the City of Portland and Dignity Village shall remain the same.

DIGNITY VILLAGE

CITY OF PORTLAND

Mitchell D. Grobic 6/19/2012  
Dignity Village Representative Date

Traci Manning 6/20/12  
Director Date  
Portland Housing Bureau

MITCHELL D GROBIC  
Print Name

APPROVED AS TO FORM  
APPROVED AS TO FORM

James H. Van Dyke 6/20/12  
CITY ATTORNEY Date  
James H. Van Dyke  
City Attorney

LaVonne Griffin-Valade Date  
City Auditor

## MANAGEMENT AGREEMENT FOR DIGNITY VILLAGE

CONTRACT No. 53015

AMENDMENT No. 5

The above referenced Contract between the City of Portland, acting by and through its Portland Housing Bureau, and Dignity Village is hereby amended as follows:

Effective Date and Duration

This contract is hereby extended to June 30, 2012.

All other terms and conditions of Contract No. 53015 between the City of Portland and Dignity Village shall remain the same.

## DIGNITY VILLAGE

[Signature] 5/20/11  
Dignity Village Representative      Date

Jonathan D Hawkes  
Print Name

## CITY OF PORTLAND

[Signature]  
Margaret Van Vliet      Date  
Director  
Portland Housing Bureau

APPROVED AS TO FORM

APPROVED AS TO FORM

[Signature]  
Linda Meng      Date  
CITY ATTORNEY      6/6/11

[Signature] 6/15/11  
LaVonne Griffin-Valade      Date  
City Auditor

## ORDINANCE No. 184639

\*Extend contract with Dignity Village to June 30, 2012 to manage a transitional housing campground at Sunderland Yard (Ordinance; amend Contract No. 53015)

The City of Portland ordains:

## SECTION 1. The Council finds

1. The City Council passed ordinance No. 180959 on May 16, 2007 authorizing a contract with Dignity Village, a nonprofit organization, to manage a transitional housing campground at Sunderland Yard.
2. Portland Housing Bureau completed an evaluation of the campground, also called Dignity Village, in February 2010. The evaluation recommended many modifications to Contract No. 53015.
3. PHB requires additional time to meet with other City Bureaus, as well as Dignity Village stakeholders, therefore extending the contract terms to June 30, 2012 to determine the scope of a new contract with the Village.

NOW THEREFORE, The Council directs:

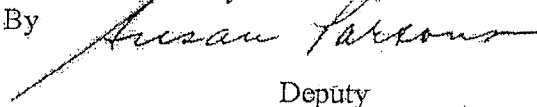
- a. The Bureau Director and the City Auditor are hereby authorized to revise contract No. 53015 with Dignity Village in a form substantially in accordance with the agreement attached as Exhibit A (attached to original ordinance only).

SECTION 2. The Council declares that an emergency exists because delay in executing the amendment would cause the current contract to expire prior to its execution; therefore, this ordinance shall be in full force and effect from and after its passage by Council.

Passed by the Council: JUN 08 2011

Commissioner: Nick Fish  
Prepared by: Sally Erickson  
Date Prepared: May 25, 2011

LaVonne Griffin-Valade  
Auditor of the City of Portland  
By

  
Deputy

## MANAGEMENT AGREEMENT FOR DIGNITY VILLAGE

CONTRACT No. 53015

AMENDMENT No. 4

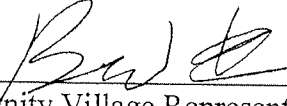
The above referenced Contract between the City of Portland, acting by and through its Portland Housing Bureau, and Dignity Village is hereby amended as follows:

Effective Date and Duration

This contract is hereby extended to June 30, 2011.

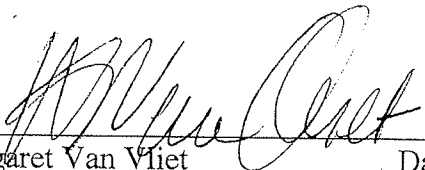
All other terms and conditions of Contract No. 53015 between the City of Portland and Dignity Village shall remain the same.

## DIGNITY VILLAGE

 12/2/10  
Dignity Village Representative Date

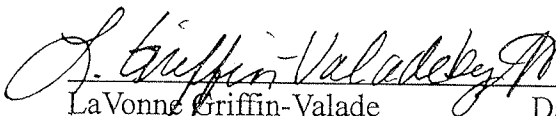
Brad Gibson  
Print Name

## CITY OF PORTLAND

  
Margaret Van Vliet Date  
Director 12/3/10  
Portland Housing Bureau

## APPROVED AS TO FORM

 12/7/10  
Linda Meng Date  
City Attorney

 12/21/10  
LaVonne Griffin-Valade Date  
City Auditor

**ORDINANCE No. 184319**

\*Extend contract with Dignity Village to June 30, 2011 to manage a transitional housing campground at Sunderland Yard (Ordinance, amend Contract No. 53015)

The City of Portland ordains:

**SECTION 1. The Council finds**

1. The City Council passed ordinance No. 180959 on May 16, 2007 authorizing a contract with Dignity Village, a nonprofit organization, to manage a transitional housing campground at Sunderland Yard.
2. Portland Housing Bureau completed an evaluation of the campground, also called Dignity Village, in February 2010. The evaluation recommended many modifications to Contract No. 53015.
3. PHB requires additional time to meet with other City Bureaus, as well as Dignity Village stakeholders, therefore extending the contract terms to June 30, 2011 to determine the scope of a new contract with the Village.

NOW THEREFORE, The Council directs:

- a. The Bureau Director and the City Auditor are hereby authorized to revise contract No. 53015 with Dignity Village in a form substantially in accordance with the agreement attached as Exhibit A (attached to original ordinance only).

SECTION 2. The Council declares that an emergency exists because delay in executing the amendment would cause the current contract to expire prior to its execution; therefore, this ordinance shall be in full force and effect from and after its passage by Council.

Passed by the Council: **DEC 15 2010**

Commissioner: Nick Fish  
Prepared by: Sally Erickson  
Date Prepared: December 1, 2010

LaVonne Griffin-Valade  
Auditor of the City of Portland

By   
Deputy

**MANAGEMENT AGREEMENT FOR DIGNITY VILLAGE****CONTRACT No. 53015****AMENDMENT No. 3**

The above referenced Contract between the City of Portland, acting by and through its Portland Housing Bureau, and Dignity Village is hereby amended as follows:

Effective Date and Duration

This contract is hereby extended to December 31, 2010.

~~All other terms and conditions of Contract No. 53015 between the City of Portland and Dignity Village shall remain the same.~~

**DIGNITY VILLAGE**

Brenda Lee Powell 04/06/10  
Dignity Village Representative Date

**CITY OF PORTLAND**

Margaret Van Vliet 4/2/10  
Margaret Van Vliet Date  
Director  
Portland Housing Bureau

**APPROVED AS TO FORM****APPROVED AS TO FORM**

Linda Meng 4/26/10  
Linda Meng CITY ATTORNEY Date  
City Attorney

**ORDINANCE No. 183868**

\*Extend contract with Dignity Village to manage transitional housing campground at Sunderland Yard to December 31, 2010 (Ordinance; amend Contract No. 53015)

The City of Portland ordains:

**SECTION 1. The Council finds**

1. The City Council passed ordinance No. 180959 on May 16, 2007 authorizing a contract with Dignity Village to manage transitional housing campground at Sunderland Yard.
- ~~2. Portland Housing Bureau recently completed an evaluation of Dignity Village. The evaluation recommended several modifications to Contract No. 53015.~~
3. PHB requires additional time, therefore extending the contract terms to December 31, 2010 to determine the scope of a contract with the Village.

NOW THEREFORE, The Council directs:

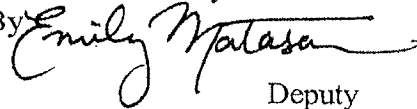
- a. The Bureau Director and the City Auditor are hereby authorized to revise contract No. 53015 with Dignity Village in a form substantially in accordance with the agreement attached as Exhibit A (attached to original ordinance only).

SECTION 2. The Council declares that an emergency exists because delay in executing the amendment would cause the current contract to expire prior to its execution; therefore, this ordinance shall be in full force and effect from and after its passage by Council.

Passed by the Council: **JUN 09 2010**

Commissioner: Nick Fish  
Prepared by: Sally Erickson  
Date Prepared: May 19, 2010

**LaVonne Griffin-Valade**  
Auditor of the City of Portland

By   
Deputy

## MANAGEMENT AGREEMENT FOR DIGNITY VILLAGE

CONTRACT NO. 53015

## AMENDMENT No. 2

This is an amendment to an Agreement is between the City of Portland, (the City), and Dignity Village, an Oregon non-profit corporation (the Contractor).

## RECITALS:

1. On May 16, 2007, the City Council adopted Ordinance No. 180959, authorizing a contract with Dignity Village to manage transitional housing campground at Sunderland Yard

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2. Under the Management Agreement, Dignity Village Scope of Work, 1.3 (F): "Minors shall not be allowed to remain as residents at the Designated Campground, but minors may enter as guests for periods of not longer than twelve (12) hours." The City of Portland was notified in late May 2009 that the Contractor would like to expand these limitations under strict guidelines.

3. In order to support the parents at the village in family reunification, with concern for the safety of the children, the City is willing to amend the management agreement under the conditions outlined below.

4. Under Section 21(a) of the Management Agreement, the Project Manager is authorized to execute these types of amendments on behalf of the City.

AGREEMENT:

1. **Effective Date and Duration.** This contract amendment shall become effective on the date at which every party has signed this Agreement.

2. **Rules regarding minor children at Dignity Village.** The following rules must be followed:

- a. Minor children must be supervised at all times by a designated parent/guardian or caregiver.
- b. If minor children are staying with parent/guardian, there may be no other guests staying within the household's structure when children are present.
- c. Parents/guardians must show proof of guardianship (i.e. this does not apply to "street families")
- d. Dignity Village will ensure that there is a current background check on designated parent/guardian or caregiver.
- e. Minor children may not stay with parent/guardian for more than 3 nights within a 30 day period (month to month).
- f. Parent/guardian and caregiver must be members in good standing for 90 days.
- g. Dignity Village may impose additional rules and requirements that are not within the scope of the Management Agreement with the City of Portland.

Amendment to Dignity Village Management Agreement

3. Except as expressly provided in the Amendment, all other terms and conditions of the Management Agreement remain the same and unmodified.

CONTRACTOR SIGNATURE

Approved by Contractor:

Randall S Curl

Dignity Village Representative

Printed Name: RANDALL S CURL

Title: Chairman Date: 25 Sept 09 <sup>Oct Aug</sup>

CITY OF PORTLAND SIGNATURES

Approved by the City's Project Manager:

Sally Erickson

Project Manager

Printed Name: Sally Erickson

Title: Homeless Program Manager Date: 8/26/09

Approved as to form by City Attorney:

APPROVED AS TO FORM

Office of City Attorney Linda Nguyen  
CITY ATTORNEY

MANAGEMENT AGREEMENT FOR DIGNITY VILLAGE  
CONTRACT NO. 53015  
AMENDMENT No. 1

This is an amendment to an Agreement is between the City of Portland, (the City), and Dignity Village, an Oregon non-profit corporation (the Contractor).

RECITALS:

1. On May 16, 2007, the City Council adopted Ordinance No. 180959, authorizing a contract with Dignity Village to manage transitional housing campground at Sunderland Yard.
- ~~2. Under the Management Agreement, Dignity Village is required to carry General Liability insurance and is financially responsible for the payment of the insurance premium. The City of Portland was notified in late April 2008 that the Contractor was unable to pay the premium for continued insurance coverage, and further, that the insurance would lapse effective April 24, 2008.~~
3. To avoid a lapse in insurance coverage, and to allow the Contractor to continue to provide management services for the transitional housing campground, the City is willing on a one-time basis to pay the insurance premium.
4. Under Section 21(a) of the Management Agreement, the Project Manager is authorized to execute these types of amendments on behalf of the City.

AGREEMENT:

1. **Effective Date and Duration.** This contract amendment shall become effective on the date at which every party has signed this Agreement.
2. **Payment of Liability Insurance Premium for 2008-09.** Notwithstanding the requirements of the Section 1.4 of the Scope of Work, Exhibit A to the Management Agreement, which provides that the Contractor is responsible for the cost of providing insurance, on a one-time basis the City agrees to pay the insurance premium for the period running between April 24, 2008 through April 23, 2009. The City will make all necessary arrangements with the insurance carrier so that no lapse in insurance coverage will occur.
3. **Escrow Account.**
  - a. In exchange for the City paying the insurance premium, the Contractor agrees that it will establish an escrow account with a financial institution located within the City of Portland within 30 days of the effective date of this agreement. Funds deposited into the escrow account will be used for the exclusively for making future payments of liability insurance premiums as required under the Management Agreement. The Contractor agrees that it will provide written documentation to the City of the creation of the designated escrow account, that it will make

regular and routine deposits and will provide monthly reports to the City on the status of the designated account and amounts deposited and withdrawn from the designated escrow account.

b. Within 6 months of the effective date of this agreement, Contractor agrees that it will deposit at least 50% (fifty percent) of the anticipated 2009-2010 insurance premium into the designated escrow account. The parties agree that any failure by the Contractor to make the required amount of deposits will be considered in breach of the Management Agreement. In the event of such a breach, the Contractor agrees that the Management Agreement shall be terminated, and the Contractor will cause the premises at 9401 NE Sunderland Avenue to be vacated without any action by the City. Every month thereafter, Contractor will deposit at least 10 % (ten percent) of the anticipated insurance premium into the designated escrow account. The Contractor may cease making further deposits in any year after there are sufficient funds in the designated escrow account to cover the next year's insurance premium.

4. Except as expressly provided in the Amendment, all other terms and conditions of the Management Agreement remain the same and unmodified.

#### CONTRACTOR SIGNATURE

Approved by Contractor:

Robert Lee Sterling Jr  
Dignity Village Representative

Printed Name: Robert Lee Sterling Jr

Title: Chairman Date: 5/7/08

#### CITY OF PORTLAND SIGNATURES

Approved by the City's Project Manager:

Sally Erickson  
Project Manager Date:

Printed Name: Sally Erickson

Title: Homeless Program Coord. Date: 5/7/08

Approved as to form by City Attorney:

Benjamin Walters, Deputy May 9, 2008  
Office of City Attorney

Amendment to Dignity Village Management Agreement

**AGREEMENT FOR SERVICES**  
**CONTRACT NO. 53015**

185490

This Agreement is between the City of Portland, acting by and through the City Council, (the City), and Dignity Village, an Oregon non-profit corporation (the Contractor).

RECITALS:

1. Homelessness is an ongoing national dilemma with an estimated three million people sleeping outside at some time during any given year. Portland's publicly funded year round homeless shelters have permanent waiting lists. Due to limited shelter space and a lack of affordable housing, many people in Portland have no practical alternative to homelessness. Despite on-going efforts to address homelessness in the Portland metropolitan region, as recently as January, 2007, a study of the homeless within Portland counted over 1400 homeless people in Portland sleeping outside on one night.
2. In Resolution No. 36200, passed February 26, 2004, the Portland City Council designated a specific portion of property owned by the City, commonly known as Sunderland Recycling Facility, located at 9325 NE Sunderland Road, Tax Lot 100 1N1E12B (Tax Account R-315196), as a campground under the terms of ORS 446.265 (the "Designated Campground"). The intent of the City of Portland in contracting with Dignity Village is for the contractor to provide temporary housing for otherwise homeless individuals and to help its temporary residents find permanent housing.
3. Dignity Village is incorporated in Oregon as a non-profit corporation. Dignity Village has independently developed a proposal to provide an alternative to sleeping outside for the homeless within Portland. Local religious organizations, schools, philanthropists, architects, and others have combined to help Dignity Village develop a community approach to addressing homelessness. Due to on-going shortages of adequate shelter space and affordable permanent housing, the transitional housing accommodations provided by Dignity Village would be used by persons who lack permanent shelter, and who have not been placed into low-income housing.
4. The model for Dignity Village functions upon a democratically elected governance model for the administration of day-to-day operations and regulation. Dignity Village strives to generally provide some group services such as a kitchen, bathrooms and community telephones. Dignity Village, with the assistance of donated materials, equipment and labor, builds transitional housing structures that are capable of being transported from location to location. Dignity Village is the owner of these structures. Representatives from Dignity Village, including architects, have worked with the Bureau of Development Services in developing plans for transitional housing structures that will comply with the requirements of ORS 446.265. Dignity Village provides residents with job training opportunities, continuing education opportunities, healthcare, and access to housing placement assistance and a supportive environment in which homeless people are able to address the issues that led to them becoming homeless.
5. The City of Portland desires to have someone serve as manager for the Designated Campground. Dignity Village is willing to provide this management service as a steward of the property. Dignity Village will provide a unique and coordinated services program developed by Dignity Village. There is no other potential provider of the services with the experience, expertise,

and capability of Dignity Village for this particular program. It therefore is appropriate for the City to contract with Dignity Village for the provision of services for the Designated Campground.

6. Within the Office of Transportation, the Bureau of Maintenance has developed a master plan for the phased development of Sunderland Recycling Facility for presentation to the City Council. On February 8, 2006, the City Council adopted the Sunderland Recycling Facility Master Plan 2005. Resolution No. 36376. This Agreement anticipates the completion of this master plan.

7. By Oregon statute, transitional housing accommodations are not subject to Oregon's Residential Landlord and Tenant Act, ORS Chapter 90. ORS 446.265(4).

#### AGREEMENT:

##### **1. Effective Date and Duration**

~~This contract shall become effective on the date at which every party has signed this Agreement.~~

This contract shall expire on June 30, 2010 unless terminated earlier. The term of the Agreement may be extended for an additional five year period, at the sole discretion of the City Council which shall be exercised by ordinance.

##### **2. Statement of Work**

The statement of work is contained in EXHIBIT A attached to this Agreement and by this reference is made a part of this Agreement.

##### **3. Consideration**

The consideration for this Agreement is the exchange and performance of the various obligations between the City and the Contractor as set forth in the Scope of Work attached as Exhibit A to this Agreement.

##### **4. Access to Records**

Contractor shall create and maintain all documents, papers, records and books necessary for the performance of its Scope of Work under this Agreement. Upon no less than 48 hours prior written notice to the Contractor, the City and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcripts, for a period of three years after the termination of this Agreement. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

##### **5. Audits**

(a) The City, either directly or through a designated representative, may conduct performance audits of the services specified in this Agreement at any time during the duration of this Agreement and during the three (3) year period established by Section 4, **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 any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under Section 8, **Early Termination of Agreement** and Section 10, **Remedies**.

## 6. Continuation of Rights

The termination of this Agreement shall not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

## 7. Funds

The City certifies that sufficient funds are available and authorized for expenditure to finance any costs that may be associated with the performance of the City's obligations under this Agreement. The granting by the City to Dignity Village of any right to make physical modifications to the campground does not create or imply any obligation upon the City to provide funding to make such a modification.

## 8. Early Termination of Agreement

(a) The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) Either party, on 180 (one hundred eighty) days written notice to the other, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) (1) Either the City or 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. If the breach is not one which is capable of being cured within fifteen (15) days of notice, then the non-breaching party shall not terminate the Agreement under this Subsection so long as the breaching party, within fifteen (15) days of notice, has commenced, and thereafter diligently pursues, and completes within a reasonable time, the cure of the breach. Under no circumstances shall the Contractor rely upon this Section to avoid compliance with the timelines of any government agency with jurisdiction over the Designated Campground.

(2) After early termination of the Agreement under Subsection 8 (c)(1), the City will have the authority to deny access to the Designated Campground to all residents, except for the limited purposes of removing their personal property. Access shall be limited to regular business hours during which Sunderland Recycling Facility is operated by the City. The City will provide Dignity Village with reasonable time and opportunity to remove all of its personal property, including but not limited to the transitional housing structures that it owns. In removing its property, Dignity Village shall not cause any damage to any of the City's fixtures or other improvements to the real property at Sunderland Recycling Facility.

## 9. Remedies

(a) In the event of termination under Subsection 8(c), **Early Termination of Agreement**, by the City due to a breach by Contractor, then the City may complete the work either itself, by agreement with another contractor or by any combination thereof.

(b) The remedies provided to the City under Section 8, **Early Termination of Agreement** and this Section for a breach by 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, Contractor's remedy shall be limited to seeking a declaration of rights or seeking judicial relief through enforcement of specific performance by the City. Nothing in this section shall be read to relinquish any right by the City to contest any action at law or equity brought by Contractor.

#### **10. 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. Contractor shall not transfer, assign, subcontract or lease any of the rights under this Agreement to enter or occupy the Designated Campground. Regardless of any City approval of a subcontractor, Contractor shall remain obligated for full performance under this Agreement, and the City shall incur no obligation other than its obligations to Contractor under this Agreement. Contractor agrees that if subcontractors are employed in the performance of this Agreement, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

#### **11. Compliance with Applicable Law**

(a) In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations.

(b) Contractor shall complete Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached and by this reference is made a part of this Agreement.

#### **12. Indemnity**

Contractor shall indemnify, defend and hold harmless the City and its officers, directors and employees against any claim, demand, suit or action (including attorney fees through trial and on appeal), to the extent such claim, demand, suit or action arises from the negligence of Contractor or its officers, directors or employees in the performance of their duties under this Agreement. The Contractor's obligations under this provision shall not extend to any claim arising from the intentional wrongful acts or omissions of the City or of its officers, directors or employees.

#### **13. Insurance**

Exhibit C, regarding the provision of insurance by Contractor, is attached and by this reference is made a part of this Agreement.

#### **14. 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 L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

#### **15. Successors in Interest**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

#### **16. Severability**

The parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

#### **17. Waiver**

The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

#### **18. Errors**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays.

#### **19. Governing Law and Venue**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon, even if Oregon's choice of law rules would otherwise require application of the law of a different jurisdiction. Any litigation arising under or regarding this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction, and if in the federal courts, in the United States District Court for the District of Oregon, Portland Division.

#### **20. Amendments**

(a) The City and Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Any amendment increasing the amount of compensation payable to Contractor or extending the term of this Agreement must be approved by ordinance of the City Council. The Project Manager may agree to and execute any other amendment on behalf of the City.

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

#### **21. Business License**

Contractor shall obtain a City of Portland business license if required by PCC 7.02.030 prior to beginning work under this Agreement. If applicable, Contractor shall provide a business license number to the City.

#### **22. Prohibited Interest**

(a) No City officer or employee during his/her tenure with the City or for one year thereafter shall have any interest, direct or indirect, in this Agreement.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by Contractor during the period of the Agreement.

#### **23. Payment to Vendors and Subcontractors**

Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. Contractor shall not take or fail to take any action in a manner that causes the City or any materials that Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

#### **24. Project Managers**

(a) The City's Project Manager for this Agreement shall be Andy Miller, or such other person who shall be designated in writing by the Director of the City's Bureau of Housing and Community Development.

(b) The Contractor's Project Manager for this Agreement shall be Timothy McCarthy, or such other person who shall be designated in writing by the Contractor.

**25. Merger**

This Agreement, attachments and exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement 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.

**26. Continuation of Work**

Notwithstanding any dispute under this Agreement, both parties shall continue to perform their respective contractual responsibilities pending resolution of a dispute.

**27. Notice**

Any notice provided under this Agreement shall be sufficient if in writing and (1) delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), or (3) sent by facsimile transmission addressed as follows, or to such other address as the receiving party specifies in writing:

If to the City:           Andy Miller  
Bureau of Housing and Community Development  
City of Portland, Oregon  
421 SW 6th Ave., Room 1100  
Portland, OR 97204  
FAX (503) 823-2387

With a copy to:       City Attorney's Office,  
Room 315, City Hall  
1220 SW 5th Avenue  
Portland, Oregon 97204  
FAX (503) 823-3089

If to the Contractor: Dignity Village  
9325 NE Sunderland Rd.  
Portland, Oregon 97211  
Telephone (503) 281-1604

With a copy to:       Oregon Law Center  
921 SW Washington St.  
Suite 516  
Portland, OR 97205  
FAX (503) 295-0676

Any notice shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail, one (1) business day after shipment by commercial air courier or the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

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**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**


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Name: Dignity Village of Portland, Inc.  
 Citizenship: Domestic corporation  
 Business Designation: Government/Nonprofit

Address: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ State Tax ID #: \_\_\_\_\_

Business License #: \_\_\_\_\_

Payments by the City to Contractor, if any, will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

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. Dignity Village hereby certifies under penalty of perjury that: a) Dignity Village is not in violation of any Oregon tax laws; b) Dignity Village is certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 3.100 of Code of the City of Portland; and, c) Dignity Village is an independent contractor as defined in ORS 670.600.

Approved by Contractor: \_\_\_\_\_

Dignity Village

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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**CITY OF PORTLAND SIGNATURES**


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Approved by Commissioner: \_\_\_\_\_

Elected Official or Delegate

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

Approved by City Auditor: \_\_\_\_\_

City Auditor

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

Approved as to form by City Attorney: \_\_\_\_\_

**APPROVED AS TO FORM**

Office of City Attorney

bldgs/misc.bew/Transitional Housing/Dignity Village Agreement for

CITY ATTORNEY

EXHIBIT A  
SCOPE OF WORK

Statement of the Work

In Resolution No. 36200, the City Council designated a portion of Sunderland Recycling Facility as a campground under ORS 446.265 (the "Designated Campground"). Contractor is willing to serve as the manager for the Designated Campground for the purposes of providing the homeless with an opportunity for transitional housing. This Scope of Work describes the various responsibilities of the City and the Contractor, and is an attachment to the Agreement for Services (*"the Agreement"*).

**Contractor's Obligations**

~~1.1 Contractor has authority under the Agreement to administer, manage, and operate the~~  
Designated Campground, and to control the use, maintenance, services or other matters relating to the Designated Campground, subject to the provisions and limitations of the Agreement. Contractor shall operate the campground for the specific and sole purpose of providing temporary shelter to residents who cannot locate safe, decent affordable permanent housing and are otherwise homeless. Contractor shall, to the extent practicable, assist residents of the campground with locating and transitioning to safe, decent, affordable permanent housing. Such assistance shall include, but not be limited to, permitting access to the campground to City-sponsored programs that assist homeless persons with locating and accessing permanent affordable housing. Contractor shall keep the Designated Campground open at all reasonable times to:

- (A) On-going, routine and frequent site visits by the Portland Fire Bureau;
  - (B) Routine site visits by the Portland Police Bureau, according to the terms of a Partnership Agreement entered into between the Contractor and the bureau, substantially similar to that attached to this Scope of Work; and,
  - (C) Entry onto the site by the Bureau of Maintenance for on-going, routine and frequent maintenance of the City's infrastructure at the site.
- Contractor will cooperate with these bureaus' in their performance of these duties.

1.2 Contractor shall maintain the Designated Campground in a safe and sanitary condition, including providing routine and on-going cleaning of the grounds after any pets and undertaking all necessary repairs and maintenance. All maintenance costs, except for those expressly assumed by the City below in Sections 2.1 through 2.5, shall be paid by Contractor as ongoing operating expenses of Contractor. Contractor shall provide an adequate level of security for protection of the Designated Campground, its facilities, residents, guests and users.

1.3 Contractor shall establish written rules and policies governing the use of the Designated Campground. Contractor shall provide a copy of the written rules to the City, together with any amendments or modifications to those rules. Contractor shall develop a summary explanation of its written rules, and make copies of the summary available to all residents. The written rules shall address at least the following:

- (A) No resident or guest of the Designated Campground shall threaten any person, whether resident, neighbor, guest, invitee or City employee, or engage in conduct that subjects any such person to alarm, including but not limited to, conduct that involves the use of abusive or threatening language or gestures.

- (B) No resident or guest shall vandalize, deface or destroy any City property, or engage in conduct that degrades the appearance of City property, including conduct that would constitute Offensive Littering under ORS 164.805.
- (C) No resident or guest shall possess any weapon or any similar instrument that can be used to inflict injury upon a person or damage to property, except to the extent permitted by Oregon law.
- (D) When present at the Designated Campground, no resident or guest shall engage in any criminal behavior as defined by the State of Oregon or the City of Portland.
- (E) Residents may not use, possess or share alcoholic beverages, illegal drugs, controlled substances or prescription drugs without a medical prescription, on or at the Designated Campground or within the Sunderland Recycling Facility. Residents may not allow guests to use, possess or share alcoholic beverages, illegal drugs, ~~controlled substances or prescription drugs without a medical prescription at the~~ Designated Campground or within the Sunderland Recycling Facility.
- (F) Minors shall not be allowed to remain as residents at the Designated Campground, but minors may enter as guests for periods of not longer than twelve (12) hours.
- (G) All residents shall be given on-going training on fire safety, with assistance from the Portland Fire Marshall's Office. At least once a month, Contractor shall hold a fire drill in which all residents will participate.
- (H) Contractor shall immediately notify the Bureau of Maintenance of any unsafe or threatening person or situation at the campground that could potentially harm the Sunderland Recycling Facility's property, operation, employees or visitors. A In such instances, Contractor shall call the Bureau's Dispatch Center at 503-823-1700, or such other phone number as the bureau may later designate.

For the purposes of Portland City Code 5.36.115, Contractor is designated as a "person in charge" for excluding persons from the Designated Campground for violations of the written rules. As a designated "person in charge", Contractor may lawfully direct persons to leave the Designated Campground.

1.4 Contractor shall be responsible for enforcing and administering its written rules established in Section 1.3., as may be amended from time to time. Any failure by the Contractor to routinely and adequately enforce and administer the written rules shall constitute a breach subject to Section 8(C) of the Agreement.

- 1.5 (A) Contractor shall operate the Designated Campground in a financially self-sufficient manner to achieve its purpose, including private fundraising. Contractor will be responsible for covering all costs of operating the Designated Campground, including covering the cost of maintenance and custodial service, phones, utilities, alarm services, insurance, and other ongoing operating expenses.
- (B) As specified in the Master Plan for the Sunderland Recycling Facility, the City anticipates relocating the Designated Campground. It is anticipated that relocation will help to address problems presented at the current location in drainage and access to the Sunderland Recycling Facility by the general public. The City will be responsible for all costs associated with infrastructure improvements necessary in relocation to provide approximately the same level of infrastructure that was

present just prior to relocation, including but not limited to, permitting, curb cuts, and water supply. After completion of the relocation, the Contractor shall continue to be responsible for all operating costs, as provided in Section 1.4(A). The City does not commit in the Agreement to providing any additional financial resources to support Contractor or for payment of the costs of operating the Designated Campground. Contractor shall be entitled to keep all revenues it derives from operation of the Designated Campground, including, but not limited to, donations, sponsorships, contributions and sales. Contractor may use any such revenues for operating, maintaining, repairing and improving the Designated Campground.

Contractor shall be responsible for relocating the property of any of its members; including but not limited to, all transitional housing structures.

~~1.6 Contractor shall not allow more than 60 residents to occupy the Designated Campground~~ at any time. Contractor shall maintain a register of all residents, including such information as may be needed to perform Contractor's reporting requirements under Section 1.7. For purposes of the Agreement, a resident is any person who has the intention to remain at the Designated Campground for twenty-four hours for sleeping, bathing, cooking, or use of restroom facilities. During the limited times when the City has declared a severe winter shelter overflow, Contractor may allow 10 additional residents to occupy the transitional housing structures at the Designated Campground.

1.7 Contractor shall present quarterly written reports to the City's Project, using the form attached to this Scope of Work. Program reports will be submitted within 30 days of the reporting period on the following dates during the term of the Agreement: October 31, January 31, and April 30. An annual report summarizing the results and including cumulative data for the program will be due each July 31, beginning in 2006. Except as otherwise may be agreed upon by the Parties, Contractor will track and report on the following in the aggregate in each program report due during the period of the Agreement:

- (A) Basic demographic information on all residents, including race or ethnic background, gender, veteran's status, employment status and age.
- (B) Number of residents who joined Dignity Village during the prior reporting period.
- (C) Number of residents who departed from Dignity Village during the reporting period and the reason for their departure.
- (D) Number of residents who departed Dignity Village for permanent housing during the reporting period.
- (E) Number of residents who departed Dignity Village for a shelter or alternative transitional housing during the reporting period.
- (F) Number of residents with employment income during the reporting period.
- (G) Number of individuals who accessed other services, including alcohol and drug treatment, during the reporting period.
- (H) Documentation of Contractor's provision of basic services, such as bus tickets, clothing, sleeping bags/blankets, showers, lockers, and laundry vouchers.
- (I) Documentation of the performance of fire safety training for residents, and any fire drill activity since the reporting period.
- (J) An accompanying qualitative narrative discussing Contractor's accomplishments and challenges during the reporting period.

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(K) Documentation regarding any in-kind services provided by Dignity Village residents to City bureaus or other public service.

1.8 Contractor shall not make any capital improvements to the Designated Campground without first obtaining the written consent of the Portland Office of Transportation, including but not limited to making any cuts into, or excavation of, the asphalt pad at the Designated Campground. "Capital improvements" means any permanent structural changes or additions to the Designated Campground.

1.9 Contractor may make temporary or nonstructural improvements to the Designated Campground with the prior written consent of the City's Project Manager.

~~1.10 Contractor shall follow and enforce all directives from the City's Bureau of Development~~  
Services regarding the location, structural integrity, construction, maintenance, occupancy, or use of any structures or development, such as dredging, grading, paving, excavating, filling or clearing, at the Designated Campground. The Bureau of Development Services shall receive, process, issue or deny permits for the use of the Designated Campground in accordance with the City Code provisions pertaining to permits. At least thirty (30) days before any relocation of the Designated Campground from its present site at the Sunderland Recycling Yard, Contractor shall submit an application for review by the Bureau of Development Services. Contractor shall not relocate any structure or undertake any development without having first had the application reviewed, processed and approved by the Bureau, and a permit issued by the Bureau. Contractor shall provide responses to checksheets within fifteen (15) working days of notice from the Bureau, and the Bureau shall provide responses to Contractor within fifteen (15) working days of receiving corrections. Any failure by Contractor to comply with any of the requirements of this section shall constitute a breach subject to Section 8(C) of the Agreement.

1.11 Contractor shall inspect and confirm that smoke detectors are placed and maintained in all structures at the Designated Campground. Contractor will replace any smoke detectors that are not functional. Contractor shall develop and practice a site evacuation plan and a volunteer fire watch at the Designated Campground.

1.12 Upon termination of the Agreement, Contractor shall be responsible for the reasonable restoration of the Designated Campground and the removal of all of its property to the satisfaction of the Portland Office of Transportation.

### City's Obligations

2.1 Dignity Village may install one overhead electric service drop to one central location at the Designated Campground, but not to other sites or facilities. The City of Portland's Office of Transportation will bear the one-time costs of relocating the overhead electric service drop, as existing on April 15, 2006, to the location of the Commons building at the Designated Campground. Provision of electrical service to any additional structures or facilities will be the sole responsibility of Dignity Village. Any work on electrical power services to the Designated Campground will occur only after any necessary permits have been applied for and obtained. All electrical installations shall be properly installed, and subject to inspection and approval. Until a

1. *Introduction*

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Campground.

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## EXHIBIT C

INSURANCE (The Project Manager should initial to confirm consulting with the City Attorney's Office before waiving the requirements under Sections 2, 3, and 4 below.).

During the term of this contract Dignity Village 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. X 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: XW

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: XW

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.

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.

5. 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.

**2007-08 Dignity Village Resident Data**

Reporting Period (check one)    7/01/07-9/30/07    1/1/08-3/31/08  
    10/1/07-12/31/07    4/1/08-6/30/08

Participant Information	7/01/07-9/30/07	10/1/07-12/31/07	1/1/08-3/31/08	4/1/08-6/30/08	YTD
Number on the first day of the quarter					
Number entering during the quarter					
Number who left during the quarter					

**Answer questions 1-4 only for those who entered during the quarter:**

1. Gender	7/01/07-9/30/07	10/1/07-12/31/07	1/1/08-3/31/08	4/1/08-6/30/08	YTD
Males					
Females					
Gender Total*					

2. Race/Ethnicity	7/01/07-9/30/07		10/1/07-12/31/07		1/1/08-3/31/08		4/1/08-6/30/08		YTD	
	Hisp anic	Non- Hisp	Hisp anic	Non- Hisp	Hisp anic	Non- Hisp	Hisp anic	Non- Hisp	Hisp anic	Non- Hisp
White										
Black/African American										
Asian										
American Indian/Alaskan Native										
Native Hawaiian/Other Pacific Islander										
American Indian/Alaskan Native & White										
Asian & White										
Black/African American & White										
Am. Indian/Alaskan Native & Black/African American										
Other										
Total*										

3. Age	7/01/07-9/30/07	10/1/07-12/31/07	1/1/08-3/31/08	4/1/08-6/30/08	YTD
18-21					
22-30					
31-50					
51 and over					
Total*					

\* Totals for questions 1-3 should be the same as the number who entered during the quarter.

**4. Other Characteristics** (can be in more than one category)

	7/01/07- 9/30/07	10/1/07- 12/31/07	1/1/08- 3/31/08	4/1/08- 6/30/08	YTD
Veteran					
Employed					
Female Headed Households					
Elderly Head of Household (over 65)					
Disabled/Special Needs					

**5. Destination.** Of those participants who **left** during the quarter, how many left for the following destinations?

Destination	7/01/07- 9/30/07	10/1/07- 12/31/07	1/1/08- 3/31/08	4/1/08- 6/30/08	YTD
<b>Total # of individuals who departed in quarter</b>					
Rental house or apt.					
Public housing					
Section 8					
Shelter Plus Care					
Homeownership					
Moved in with family or friends (permanently)					
Moved in with family or friends (temporarily)					
Transitional housing for homeless persons					
Psychiatric hospital					
Inpatient alcohol or drug treatment facility					
Jail/prison					
Supportive housing					
Homeless (e.g. car, street)					
Other (please specify & add rows as needed)					
Unknown					

**6. Reasons for leaving.** Of those residents who **left** during the quarter, how many left for the following reasons?  
If a person left for multiple reasons, include only the primary reason.

Reason for Departure:	7/01/07- 9/30/07	10/1/07- 12/31/07	1/1/08- 3/31/08	4/1/08- 6/30/08	YTD
<b>Total # of individuals who departed in quarter</b>					
# who departed voluntarily					
# who departed for rules violations					
# who departed – unknown reason					

**7a. Length of stay.** For those residents who left during the quarter, how many were there for the following lengths of time?

	7/01/07- 9/30/07	10/1/07- 12/31/07	1/1/08- 3/31/08	4/1/08- 6/30/08	YTD
Less than 1 month					
1 to 2 months					
3 – 6 months					
7 months – 12 months					
13 months – 24 months					
25 months – 3 years					
4 years – 5 years					
6 – 7 years					
8 – 10 years					

**7b. Length of stay.** For those residents who did not leave during the quarter, how long have they been at the Village? [If preferred, can report this for the last quarter only.]

	7/01/07- 9/30/07 <i>optional</i>	10/1/07- 12/31/07 <i>optional</i>	1/1/08- 3/31/08 <i>optional</i>	4/1/08- 6/30/08
<i>Total # of individuals on the last day of the qtr</i>				
Less than 1 month				
1 to 2 months				
3 – 6 months				
7 months – 12 months				
13 months – 24 months				
25 months – 3 years				
4 years – 5 years				
6 – 7 years				
8 – 10 years				

Revised 12/10/07 se/cd

## City of Portland, Oregon Portland Police Bureau Partnership Agreement

Regarding communications and public safety issues between the Portland Police Bureau and the residents and coordinators of Dignity Village.

### **Facilitators:**

Rosie Sizer, Jim Powell, PPB; Jack Tafari, Ibrahim Mubarek, John Hubbard, Dignity Village; Bob Durston, City of Portland.

### **Goals:**

To facilitate consistent communication between members of the Portland Police Bureau and residents and coordinators of Dignity Village in regards to public safety issues, criminal investigations, and community policing as it relates to Dignity Village.

### **I. THE AGREED UPON PROBLEM NECESSITATING ACTION:**

Residents of the area commonly known as "Dignity Village" and members of the Portland Police Bureau have encountered communication problems in the past, often related to lack of understanding of common police procedure on the part of Village residents and leaders, and misconceptions regarding the goals of the Village and subsequent internal working procedures within the Village on the part of members of the Portland Police Bureau.

### **II. THE MAJOR GOALS TO BE ACHIEVED THROUGH THIS PARTNERSHIP:**

To develop and maintain consistent lines of communication between coordinators and security personnel of Dignity Village and members of the Portland Police Bureau.

To provide for liaison services to resolve communications issues and complaints between the Village and the Police Bureau.

To increase awareness of public safety issues related to Dignity Village and its surrounding areas, and foster communications with all related area residents and businesses in such a manner as to support the goals of community policing, including reduction of crime and the fear of crime among all citizens in the area of the Village.

When police officers come to the Village, residents will withdraw from the situation and direct police to the appropriate security personnel on duty and/or to the Village coordinator(s) to escort them as noted above.

The following listed representatives agree to the aforementioned terms of this Partnership Agreement on August 23, 2001.

\_\_\_\_\_  
Commander Rosie Sizer (PPB Liaison)

\_\_\_\_\_  
Jack Tafari (Dignity Village Representative)

\_\_\_\_\_  
John Hubbard (Dignity Village Representative)

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**ORDINANCE No. As Amended**

Authorize contract with Dignity Village to manage transitional housing campground at Sunderland Yard (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland has designated a portion of property owned by the City, commonly known as Sunderland Yard, located at 9325 NE Sunderland Road, Tax Lot 100 1N1E12B (Tax Account R-315196), as a campground under the terms of ORS 446.265. Resolution No. 36200, passed February 26, 2004.
2. Dignity Village is an Oregon non-profit corporation, formed for the purpose of developing alternative approaches to addressing homelessness. Local religious organizations, schools, philanthropists, architects, and others have contributed to helping Dignity Village with its alternatives. Representatives from Dignity Village have worked with architects to develop plans for transitional housing structures to comply with the requirements of Oregon law.
3. The City of Portland desires to have someone provide management services for the designated transitional housing campground at Sunderland Yard. Dignity Village is willing to provide this management service. Dignity Village will provide a unique and coordinated services program, as developed by Dignity Village. There is no other potential provider for the range of services with the experience, expertise, and capability of Dignity Village. It therefore is appropriate for the City to contract with Dignity Village for the provision of management services for the designated campground at Sunderland Yard.
4. In providing management services for the transitional housing campground, Dignity Village will provide a supportive environment to address the issues that led residents to becoming homeless and will seek to offer residents with job training opportunities, continuing education opportunities, healthcare, and housing placement assistance. Due to on-going shortfalls in adequate shelter space and affordable permanent housing, Dignity Village will manage the transitional housing campground to provide temporary shelter for the homeless, and will work with providers of low-income housing for permanent placement of residents. The Bureau of Housing and Community Development shall monitor the efforts of Dignity Village to transition its residents into permanent housing and will provide periodic reports to the City Council offices.

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NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works and the City Auditor are authorized to execute an agreement with Dignity Village to manage the transitional housing campground at Sutherland Yard and to provide certain services, in substantially the form attached to this Ordinance as Exhibit A. Dignity Village will present to the City a valid certification of insurance and will execute said agreement within 45 days of the effective date of this Ordinance or this authorization shall expire.
- b. To the extent that any of the services to be provided by Dignity Village might otherwise have to be bid pursuant to ORS Chapter 279, the City Council, acting in ~~its capacity as the Local Contract Review Board, hereby declares this contract to~~ be exempt.
- c. To the extent that any of the services to be provided by Dignity Village would be considered as professional, technical or expert services governed by Portland City Code Chapter 5.68, this contract is exempt from those provisions.

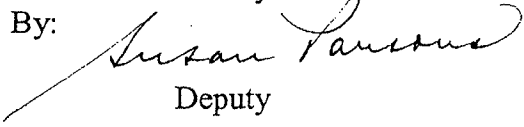
Passed by the Council: MAY 16 2007

Commissioner Adams and Commissioner Sten  
Andy Miller/Jill Jacobsen/Ben Walters:bw  
May 2, 2007

**Gary Blackmer**

Auditor of the City of Portland

By:

  
Deputy