

AGREEMENT

An AGREEMENT between the CITY OF PORTLAND, OREGON ("City") and BURNSIDE CONSORTIUM, INC. ("Consortium") to provide emergency repair, maintenance, and rehabilitation services to non-profit residential hotels serving Burnside residents.

RECITALS:

1. The City of Portland has available to it funds from the Federal Department of Housing and Urban Development for use as authorized by Section 570.204 of the Regulations of the Department of Housing and Urban Development for Community Development Block Grants (CDBG).
2. Section 570.204 provides that purchase of materials and labor for residential rehabilitation is an eligible activity and contracting with a non-profit organization for the same activities is also eligible.
3. The consortium is a non-profit corporation of the State of Oregon formed to provide planning, coordination, and advocacy services for residents, agencies, and businesses of the Burnside and Downtown Neighborhood.
4. There are residential hotels under non-profit management serving Burnside residents in need of emergency repair, maintenance, and rehabilitation services. (See Attachment A.)
5. The Consortium is willing to provide these services for those residential hotels using CDBG funds and based upon a projected budget attached hereto as Attachment B.
6. The City Council has authorized \$83,456 through the approved Sixth Year Housing and Community Development (HCD) Program and 1980-81 City Budget to fund an agreement with Burnside Consortium to provide emergency repair, maintenance, and rehabilitation services, recital four.
7. The Council now desires to enter into a formal agreement with Burnside Consortium, Inc., so Burnside Consortium can pursue this purpose without delay.

AGREED:

Scope of Services

The Burnside Consortium will provide the services described below relative to maintenance, emergency repair, and rehabilitation of those non-profit managed hotels serving Burnside residents of Portland as listed in Attachment A.

1. Provide fully approved smoke detectors, at no cost to the hotel owner or lessee.

2. Provide emergency repair, maintenance and rehabilitation services through the following procedure:
 - a. Collect lists of maintenance requirements from interested and eligible hotels.
 - b. Prioritize the items on these lists and implement a schedule instituted by the Executive Director of the Consortium or his representative.
 - c. Emergency repairs shall be given priority over scheduled maintenance and rehabilitation work.
 - d. The Consortium shall employ and assign maintenance workers to perform such maintenance, emergency repair and rehabilitation work at no cost to the owner and lessee.
 - e. When complexity of work exceeds the capability of the maintenance workers, an independent contractor may be employed.
 - f. Provide the initial \$100 of material and/or contract cost.
 - g. When material and/or contract cost exceeds \$100, provide two-thirds (2/3) of costs between \$100 and \$1,000, and one-half (1/2) of costs between \$1,000 and \$2,000.
 - h. Other non-HCD sources will provide funding to complete payment of the amounts outlined in sections "f and g".
3. Whenever the Consortium's investment in an individual hotel exceeds \$2,000 (not including labor costs of the maintenance worker), the owner and lessee must agree to freeze rents for a period of one year.
4. Operating expenses by the Consortium which are over and above those listed on the attached budget by the Consortium are not included in this Agreement and shall not be funded through the HCD program.
5. Other costs not provided for herein shall be paid by other sources.

Compensation and Method of Payment:

The Burnside Consortium will be compensated for the above described services by the City of Portland, through the Housing and Community Development (HCD) Program.

At the beginning of the fiscal year; the Burnside Consortium will be extended a cash advance of 1/12 of the total contract.

Payments to the Burnside Consortium for eligible expenses will be made monthly upon submission of a statement of expenditures. The Consortium will keep vendor receipts for materials and services, etc., and evidence of payment for the program staff salaries.

During the final month of the contract adjustments will be made between actual expenditure and the cash advance. Any unexpended portion will be returned to the City. It is agreed that total compensation under this Agreement shall not exceed EIGHTY-THREE THOUSAND FOUR HUNDRED AND FIFTY-SIX DOLLARS (\$83,456).

Other Provisions

1. Burnside Consortium, Inc. shall expend the authorized funds in a manner which is consistent with the regulations of the Department of Housing and Urban Development governing the HCD Program.
2. The Burnside Consortium, Inc. shall comply with requirements of the Secretary of HUD for the HCD Program and provide all reports, statistics, and other documentation that may be required now or in the future for compliance with the requirements under the HCD Act. These include, but are not limited to, equal opportunity in hiring and service provision, environmental impact assessment, and citizen participation documentation.
3. The Consortium shall report its activities to the City via the HCD program's regular reporting system.
4. The Consortium shall maintain adequate records to support all expenditures and billings submitted, which records shall be open to inspection and audit by the City of Portland or its assigned representative.
5. If the City deems an audit of this program is necessary, the Consortium may be requested to provide funds for the audit. The Consortium shall upon demand pay to the City the cost of the audit.
6. The Consortium shall hold and save harmless the City for all consequences related to the Consortium's activity and performance for the City. It is intended by this provision to save harmless the City from any and all claims made by employees and subcontractors of the Consortium arising out of industrial accidents, except for those damages including bodily injury or death or property damage caused by or arising out of the sole negligence of the City. The Consortium also agrees to indemnify, save and hold harmless the City from any and all liens, claims or damages of any kind or nature, resulting from this contract, upon, against or to any property owned by the Consortium or being worked on by the Consortium under the terms of this agreement.
7. The City has no responsibility for the proper completion of work done by the Consortium staff. Appropriate management controls, complaint resolution procedures and legal safeguards to the City shall be established by the Consortium.
8. The Consortium is an independent contractor and not entitled to City benefits such as vehicles, and employee compensation.
9. The Consortium agrees that it is an independent contractor and not an employee of the City and agrees to accept exclusive liability as an employer under any applicable Work's Compensation Act, Employment Insurance Act, Old Age Insurance Act, and any other applicable State or Federal Law, including the payment or deduction and remittance of any and all contributions, taxes, fees or charges under such laws.

- 10. The Consortium shall be responsible for purchasing and maintaining its own liability insurance and will purchase and maintain such insurance as will protect it and the City, as an additional beneficiary, from claims which may arise out of result from the Consortium's operations under the contract, whether such operations be by the Consortium or by any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Period of Agreement:

This agreement shall be in effect for the period starting July 1, 1980 and ending June 30, 1981.

Dated this ____ day of _____

APPROVED AS TO FORM:

CITY OF PORTLAND

Christopher Thomas, City Attorney

By _____
Mayor

By _____
Auditor

BURNSIDE CONSORTIUM, INC.

By _____
Peter Paulson, Chairman

Attachment A

HOTELS UNDER NON-PROFIT MANAGEMENT

BUTTE HOTEL, St. Vincent dePaul Society, 610 NW Davis

ESTATE HOTEL, Northwest Pilot Project, 225 NW Couch

EVERETT STREET CENTER, Burnside Projects, Inc., 523 NW Everett

FRANKLIN HOTEL, St. Vincent dePaul Treatment Center, 1320 SW Washington

HOOD HOTEL, Burnside Community Council, 33 1/2 NW 6th

MATT TALBOT CENTER, 222 SW Couch

RICH HOTEL, Northwest Pilot Project, NW Second

ROYAL PALM HOTEL, Union Gospel Mission, 15 NW Third

UNION GOSPEL MISSION, 15 NW Third

VILLA ROOMS, Burnside Community Council, 9 NW Third

WEST HOTEL, Burnside Community Council, 127 NW Sixth

HOTEL MAINTENANCE PROJECT

BUDGET

July 1, 1980 through June 30, 1981

PERSONNEL:

Salaries and Wages

PROJECT DIRECTOR \$1,150 per mo. x 12 mos.	\$	13,800
MAINTENANCE WORKER \$800 per mo. x 9 mos.		7,200
BOOKKEEPER 10% Time @ \$925 per mo. x 12 mos.		<u>1,110</u>
Salaries and Wages	\$	22,110

Other Payroll Expenses @24%		<u>5,306</u>
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TOTAL PERSONNEL	\$	27,416
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MATERIALS AND SUPPLIES

Project materials at average \$1,725 per mo. x 12 mos. (to include faucets, pipe, plumbing fixtures, paint, electrical wiring and fixtures, tile, window glass, lumber, doors, etc.)	\$	20,700
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Office Supplies @ \$30 per mo. x 12 mos.		<u>360</u>
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TOTAL MATERIALS/SUPPLIES	\$	21,060
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CONTRACT SERVICES:

Plumbing, electrical roofing, etc. @ \$1,500 per mo. x 12 mos.	\$	18,000
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Project Audit		500
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Fumigation Services @ \$50 per facility per mo. x 12 facilities x 12 mos.		<u>7,200</u>
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TOTAL CONTRACT SERVICES	\$	25,700
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SPACE COSTS:

For Workshop and Materials Storage: Approximately 800 sq. ft. @ \$4 per sq. ft./per yr.	\$	3,200
Office Space @ \$50 per mo. x 12 mos.		<u>600</u>

TOTAL SPACE COSTS	\$	3,800
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UTILITIES:

Telephone @ \$32,50 per mo. x 12 mos.	\$	390
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HOTEL MAINTENANCE PROJECT
BUDGET - Continued -INSURANCE

Broad form liability w/\$1,000,000 coverage, Officer
& Director's Insurance \$ 1,250

EQUIPMENT RENTAL:

Roofing tar pot and trailer, truck for moving
salvaged building materials and other needed
equipment @ \$200 per mo. average x 12 mos. \$ 2,400

TRAVEL:

Local Travel: Average 400 miles per mo. x .20¢
per mile x 12 mos. \$ 960
Parking for maintenance vehicle - average \$40
per mo. x 12 mos. 480

TOTAL TRAVEL \$ 1,440

TOTAL COSTS \$ 83,456

ORDINANCE NO. 149847

An Ordinance authorizing an agreement between the City of Portland and the Burnside Consortium for a sum not to exceed \$83,456 to provide emergency repair, maintenance, and rehabilitation services to non-profit residential hotels serving Burnside residents; authorizing the delivery of warrants pursuant thereto, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that:

1. There are a number of non-profit residential hotels serving Burnside residents in need of basic repair, maintenance and rehabilitation work in order to continue to provide adequate housing to residents.
2. The Burnside Consortium, a non-profit organization, provides the required emergency repair, maintenance and rehabilitation services.
3. These services benefit low-income residents in the downtown area and it is in the public interest to maintain this housing stock.
4. By Ordinance 148257, August 1979, HCD funding was approved to provide personnel and materials costs for these services.
5. In the FY 80-81 HCD budget, Council approved continuation of these services at a cost not to exceed \$83,456.
6. Expenditures for emergency repair, maintenance and rehabilitation services of this nature are eligible under the regulations for the Housing and Community Development (HCD) Block Grant.
7. An agreement should be entered into with Burnside Consortium in the sum of \$83,456 to enable the Consortium to continue its service to the City.

NOW THEREFORE, the Council directs:

- a. The Mayor and Auditor are hereby authorized to enter into an agreement with the Burnside Consortium to provide \$83,456 for emergency repair, maintenance, and rehabilitation services for non-profit residential hotels serving Burnside residents in accordance with the Agreement attached as Exhibit "A".

ORDINANCE No.

- b. The Mayor and Auditor are hereby authorized to draw and deliver warrants for said contract from the Housing and Community Development Fund.

Section 2. The Council declares that an emergency exists because the emergency repair, maintenance, and rehabilitation services described in Section 1 herein are required immediately; therefore this Ordinance shall in force and effect from and after its passage by Council.

Passed by the Council, JUN 26 1980

Mayor Connie McCreedy
June 18, 1980

Barbara Madigan:cs


Auditor of the City of Portland

Calendar No. 2233

ORDINANCE No. 149847

Title

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THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Mayor Connie McCready

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>CMC</i>
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: OPD/HCD
Prepared By: <i>leda</i> Date: 6/18/80 Barbara Madigan:cs
Budget Impact Review: <input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>CE O'Donoghue</i> 6/18/80 <i>Virginia E. Smith</i>

NOTED BY
City Attorney
City Auditor <i>AC</i>
City Engineer

Filed JUN 19 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND
George Yerkovich
Deputy