

AGREEMENT

AN AGREEMENT between the CITY OF PORTLAND, OREGON, (CITY), and PORTLAND COMMUNITY DESIGN CENTER, 723 S.E. Grand Avenue, Portland, Oregon, 97214 (CONSULTANT).

RECITIALS:

1. The City is undertaking improvement activities in conjunction with the Housing and Community Development Program within the City of Portland.
2. The City desires to engage the Consultant to render certain design and technical services in connection with said activities.

AGREED:

SCOPE OF SERVICES

The Consultant shall, upon request by the City provide design services described below to neighborhood organizations, public officials, and bureaus and departments of the City as such services aid in the development and/or implementation of Community Development activities related to the HCD Program.

1. These design services may encompass research, analysis, feasibility studies and recommended actions covering a variety of technical and professional considerations including: traffic, housing, land use and space studies; comprehensive planning; site search and planning; design proposals; rehabilitation, remodeling and restoration design; landscape drawings, including graphic design.
2. Said services may be requested for current projects or for those that may be considered for possible implementation. Project eligibility for the use of Consultant services will be determined by the City and will be guided by the provisions of the HCD regulations and policies and procedures of the City of Portland. Such services may be utilized in project implementation, but only upon the express written approval by the City.
3. It is understood that the need for Consultant design services may originate with a neighborhood organization, City bureau or department, public official, or the Consultant. Actual work undertaken by the Consultant will be upon mutual agreement between the Consultant and the City and others affected by the work.

4. In carrying out its design services, Consultant shall review and coordinate his/her efforts with neighborhood organizations and appointed committees and affected offices of the City of Portland. Consultant shall facilitate these efforts with appropriate verbal, written, and/or graphic presentations.
5. All projects to be undertaken by Consultant under the terms of this agreement will be by a "Letter of Agreement" signed by both the Consultant and the City setting forth the following:
 - a. Description of project
 - b. Time of performance
 - c. Type of information to be prepared, i.e. maps, drawings, reports, etc.
 - d. Amount of compensation

COMPENSATION AND METHOD OF PAYMENT

Consultant shall be compensated by the City for all services rendered by him/her under this Agreement as follows:

1. Personnel Charges

ITEM:	SCHEDULE: (hourly rate)
Traffic Study	\$12
Housing Study	\$12
Land Use Study	\$12
Space Study	\$12
Comprehensive Planning	\$12
Site Search	\$10
Site Planning	\$14
Design Proposal	\$10
Drawings (Measured)	\$10
Rehab/Remodel/Restore Design	\$14
Landscape Planning & Design	\$14
Consultation	\$12
Building Code Permit Assist.	\$10
Graphics Design	\$12

2. Direct Charges

Consultant shall be reimbursed for other out-of-pocket expenses incurred in the performance of his/her obligations. Said expenses shall relate to project work program in an amount appropriate thereto. General office supplies, materials and equipment beyond the scope of the project are not eligible. All direct charges shall be identified with any billing for services, the costs of which are a part of the maximum compensation.

3. Payment

Payment to Consultant will be made monthly upon billing prepared by the Consultant from detailed records maintained by him/her and submitted to the City showing time claimed and reimbursable expenditures made in the preceding month. The City shall make progress payments based on such monthly billings, provided that such billings are judged reasonably commensurate with the percentage of progress made toward the total contract objectives at each billing date.

4. Total compensation under the terms of this Contract shall not exceed the maximum amount of Twenty Five Thousand Dollars (\$25,000).

Other Provisions

1. The Consultant may engage such additional personnel or consultants as may be necessary to perform the services to be provided under this Contract, provided prior written consent is obtained from the City for the use of such personnel or consultants. All services required for completion of the Scope of Services shall be provided within the total contract maximum fees.
2. The Consultant will obtain certification as an Equal Employment Opportunity Affirmative Action employer, or a Certificate of Non-employer, pursuant to Chapter 3.100 of the Code of the City of Portland.
3. The Consultant shall comply with ORS. 279.310 to 279.320 regarding the conditions of payment and hours of laborers working under public contracts. Also, provisions of the Housing and Community Development Block Grant Program (HCD) pertaining to "Consultant Activities" shall also apply.
4. The City may, without invalidation of the Agreement, order changes in the work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Agreement sum and time schedule being adjusted accordingly. However, no change shall be effected in the Agreement sum by the City unless the change has been approved by the Portland City Council.
5. Without regard to any commitments made by Consultant in reliance upon this Agreement, the City may terminate this agreement at any time upon 30-day written notice for Consultant's failure to comply with its provisions and may suspend all further payment hereunder.

Period of Agreement

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

DATED _____ day of _____ 1980

APPROVED AS TO FORM:

CITY OF PORTLAND

City Attorney

By _____
Mayor

By _____
Auditor

PORTLAND
COMMUNITY DESIGN CENTER

By _____

Title

ORDINANCE NO. 149850

An Ordinance authorizing an agreement between the City of Portland and the Community Design Center for a sum not to exceed \$25,000, authorizing the delivery of warrants pursuant thereto, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that:

1. The Community Design Center, a non-profit organization, has been serving the needs of low-income residents and organizations of Portland through a cooperative effort of volunteers from the American Institute of Architects and other professional associations, by providing design services to low-income residents and organizations that could not be obtained through traditional design and architectural firms.
2. During the past three years, the Community Design Center has been under contract with the City through the Housing and Community Development (HCD) Program and has provided a wide range of architectural, neighborhood planning, recreational and technical assistance.
3. This activity has been declared eligible under the Housing and Community Development regulations and an appropriation in the amount of \$25,000 has been approved in the 1980-81 Housing and Community Development budget.
4. Design projects undertaken by the Community Design Center under this agreement will be approved on a project-by-project basis by the Office of Planning and Development and a Letter of Agreement will be written for each project prior to project initiation.
5. An agreement should be entered into with the Community Design Center in the sum of \$25,000 to enable them to continue their service to the City.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are hereby authorized to enter into an agreement with the Community Design Center to provide \$25,000 for design services which is in accordance or similar in form to the agreement attached as Exhibit "A."

ORDINANCE No.

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

Section 2. So that the program described in Section 1 herein may continue without interruption, an emergency is declared to exist; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

ORDINANCE NO. 149850

Passed by the Council, JUN 26 1980

Mayor Connie McCreedy
June 17, 1980

Barbara Madigan:cs

Serge Tchoukitch
Auditor of the City of Portland

Calendar No. 2235

ORDINANCE No. 149850

Title

An Ordinance authorizing an agreement between the City of Portland and the Community Design Center for a sum not to exceed \$25,000, authorizing the delivery of warrants pursuant thereto, and declaring an emergency.

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THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	1	
Jordan	1	
Lindberg	1	
Schwab	1	
McCready	1	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Mayor Connie McCready

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

BUREAU APPROVAL
Bureau: OPD/HCD
Prepared By: <i>Madigan</i> Date: 6/11/80
Barbara Madigan:cs
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>CEA</i> <i>6/17/80</i>

NOTED BY
City Attorney
City Auditor
City Engineer <i>[Signature]</i>

Filed JUN 19 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

[Signature]
Deputy

072007