

EXHIBIT A

Agreement For Professional Services

This agreement made and entered into on this 5th day of August, 1980, by and between the City of Portland herein-after referred to as the "City", and Ames Associates, Inc. hereinafter referred to as the "Consultant".

Whereas, the City wishes to revise its Housing and Community Development 3 Year Plan, and

Whereas, the City wishes to engage the consultant to provide such services as herein described relative to that task; and

Whereas, the consultant represents to the City that it has sufficient expertise and experience to enable it to provide such advice to the City;

Now, Therefore, the parties do mutually agree as follows:

A) Scope of Consultant's Services:

- 1) Compile, analyze and determine from existing data the impact five years of HCD funded activities have had on neighborhoods. This will involve examining public records and reports, provisions of the Block Grant Program and local strategies. Further, affected citizen organizations, public officials and special interest groups will be interviewed to obtain a broad cross section of opinion about the HCD program. Product: interim staff report.
- 2) Prepare findings based on the assessment of program accomplishments and perceptions of involved persons. Such findings will relate to community needs (past and future), economic factors, component programs and their products, validity of strategies and adequacy of delivery systems. Focus on key "issues" and future policy considerations. Product: summary report for public distribution.
- 3) Assist the Housing & Community Development Section of OPD in preparing a draft 3 Year HCD Plan through consultation, position memoranda, reviews, written drafts, and other appropriate means as requested: Product: draft plan for public distribution.

## B) Changes in Scope of Work:

The City may from time to time request or require changes in the scope of work carried out by the Consultant. Any such changes will be incorporated as written amendments to this contract and mutually agreed upon by the Consultant and the City, but will not increase nor decrease compensation under this agreement.

## C) Supervision:

All work carried out by the Consultant shall be under the supervision of the Housing and Community Development Coordinator in the Office of Planning and Development

## D) Time of Performance:

The Consultant shall execute this agreement and task by March 1, 1981.

## E) Reporting:

The Consultant shall report on past and proposed activities consistent with the project schedule below. Additionally, the Consultant shall attend HCD staff meetings to review the project as requested from time to time and as mutually agreed upon:

<u>Activity</u>		<u>Date Due</u>
Data gathering and community - interviews	-	August 1, 1980
Analysis and assessment	-	Mid-October
Preliminary findings	-	November
Draft of 3 Year HCD Plan	-	January, 1981
Final 3 Year HCD Plan	-	March 1, 1981

## F) Compensation:

The Consultant will be compensated monthly for satisfactory work completed, as documented by monthly billings from the Consultant. Satisfactory work completed shall be determined by the HCD Coordinator based upon Scope of Work. In no case shall compensation exceed \$18,000.

## G) Effective Date:

This agreement shall become effective upon execution by the City and Consultant.

## H) EEO Certification:

The Consultant shall comply with Chapter 3.100 of the City Code pertaining to Equal Employment Opportunity, and shall comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplanted in Department of Labor regulations (41 CFR, Part 60).

## I) Legal:

- 1) This agreement is entered into and shall be governed under the laws of the State of Oregon.
- 2) All statutory, charter and ordinance provisions that are applicable to the Work Program specified herein and/or to public contracts in general, in the City of Portland and the State of Oregon, are hereby incorporated by reference and shall be followed with respect to this contract.
- 3) No official or employee of the City, who is authorized in his official capacity to negotiate, accept, approve or take part in such decisions on this contract and project, shall have any financial or personal interest in this contract or a sub-contract thereof.
- 4) Consultant agrees to hold harmless, defend and indemnify the City of Portland, its officers, and employees against any and all claims for damage to property or injury to person which arise in whole or in part out of the activity to be conducted by Consultant in the performance of this agreement.

## J) Publication and Printing:

Before publishing documents developed during this project, the Consultant shall submit a draft to the HCD Coordinator for approval. All printing costs shall be born by the Consultant.

## L) Ownership of Documents:

All documents, graphics or other work products produced by the Consultant during the course of this contract shall become the property of the City's Office of Planning and Development and shall not be used or circulated in whole or in part without the written consent of the HCD Coordinator.

## M) Duplication of Efforts:

The Consultant hereby certifies that costs for work performed under this contract are not duplicative of any costs charged against any other government award or contract, subcontract, subgrant, or other government source.

## N) Termination:

This agreement shall terminate upon completion of the work task, but not longer than 30 days from the date of completion specified in 3,D above.

Other causes for termination are:

Consultant: Extenuating business circumstances not under the control or influence of the consultant.

City: Inadequate performance by the Consultant as measured in accordance with Sections E and F of this agreement. Upon termination, the HCD Coordinator shall explain to the Consultant, in writing, the reasons for termination. In the event of early termination, the City shall compensate the Consultant on a prorated basis for work satisfactorily completed and documented by Consultant's billing. In no case shall compensation exceed \$18,000.

## O) City Support To Consultant:

Staff Support:

- 1) The City will assign HCD staff to support this project including: facilitating meetings with public and private persons and organizations.
- 2) Assist in identifying and obtaining pertinent readily available public documents.

CITY OF PORTLAND

CONSULTANT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Auditor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

ORDINANCE NO.

150199

An Ordinance authorizing an agreement for professional services with Ames Associates, Inc., to prepare an assessment together with findings on the City of Portland's Housing and Community Development Block Grant Program, at a cost not to exceed \$18,000 for services rendered; transferring appropriation within the Housing and Community Development fund; authorizing the drawing and delivery of warrants; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City is entitled to annually receive Community Development Block Grant Funds (HCD) from the Department of Housing and Urban Development (HUD). It is a requirement of the grant program that the City submit a 3 Year HCD Plan.
2. Council did submit a 3 Year Plan with its 1979/80 HCD application.
3. New HUD rules and regulations, static funding in face of inflationary trends and increasing requests for HCD funding of local programs and projects necessitate an examination of the needs, strategies and fiscal priorities of the plan.
4. In order to carry out this need, the Housing and Community Development Section of the Office of Planning and Development has solicited consultant proposals to prepare an assessment of the HCD program together with findings and assist the HCD staff in preparing a revised 3 Year Plan.
5. The HCD Coordinator has appointed a consultant selection committee consisting of four City employees (ONA, BOP, HRB, OPD) and one person from Portland State University to interview three of the seven proposals received.
6. The consultant selection committee recommends the firm of Ames Associates, Inc. as possessing the experience and capabilities to perform said task.
7. This agreement will not exceed \$18,000 for services rendered by the consultant.

# ORDINANCE No.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are authorized to enter into an agreement with Ames Associates, Inc. in essential conformance with Exhibit "A", attached to the original only hereof and by this reference made a part hereof.
- b. The 1980-81 City budget is amended as follows:

Housing and Community Development Fund Requirements

General Operating Contingency	
53000011/570	(18,000)

Housing and Community Development	
Materials and Services	
53200010/3355/210	18,000

- c. The Mayor and the Auditor are authorized to draw and deliver warrants for payments due pursuant to this agreement, not to exceed \$18,000 for services rendered.

Section 2. The Council declares that an emergency exists, in order that the services described in Section 1 may be made available to the City for stated purposes without undue delay; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

ORDINANCE NO. 150199

Passed by the Council,

**AUG 13 1980**

Mayor Connie McCreedy  
 Charles E. Olson  
 August 5, 1980

Attest:

*George J. Gelmanich*  
 Auditor of the City of Portland

Calendar No. 2835

ORDINANCE No. 150199

Title

An Ordinance authorizing an agreement for professional services with Ames Associates, Inc., to prepare an assessment together with findings on the City of Portland's Housing and Community Development Block Grant Program, at a cost not to exceed \$18,000 for services rendered; transferring appropriation within the Housing and Community Development fund; authorizing the drawing and delivery of warrants; and declaring an emergency.

Filed AUG 8 1980

GEORGE YERKOVICH  
Auditor of the CITY OF PORTLAND

By *Gordon Cruell*  
Deputy

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>CM</i>	
Safety	
Utilities	
Works	
BUREAU APPROVAL	
Bureau: HCD/OPD	
Prepared By: C. Olson:cs	Date: 8/5/80
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head: <i>MLT</i> 8/5/80	
CALENDAR	
Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>
NOTED BY	
City Attorney	
City Auditor	
City Engineer	