

CONTRACT FOR SERVICES IN
CITIZEN PARTICIPATION

THIS AGREEMENT entered into as of the date executed by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as "City" and the Southeast Uplift Advisory Board, Inc., a non-profit corporation of the State of Oregon, hereinafter referred to as "SEUL".

WITNESSETH

WHEREAS, the City has established the Office of Neighborhood Associations (hereinafter ONA) to encourage citizen participation and to improve communications between City agencies and neighborhood associations.

WHEREAS, the City has directed the Office of Neighborhood Associations to provide office and assistance for the Southeast Uplift Program.

WHEREAS, the City desires to place an appropriate staff for the Southeast Portland area in the SEUL Program Office, SEUL presents itself to the City as the agent for all the non-profit associations in the Southeast Portland area,

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE as follows:

I. Project Purpose and Scope

The general purpose of the project is to provide the services and staff to encourage and develop Southeast Portland citizen participation in matters affecting the livability of Southeast Portland. Special emphasis will be to assist neighborhoods in matters as directed by the SEUL Board. The Southeast Portland area includes the neighborhoods affiliated with SEUL, and is defined as that area within the Portland City limits lying east of the Willamette River and south of the Banfield Freeway. (I-84N).

II. Goals

The Goals of the project are:

1. Aid and coordinate the citizen participation and community organization in the Southeast Portland area.

2. Maintain a two-way flow of communication between citizens, non-profit neighborhood associations, and public and private agencies and groups on matters affecting the physical and social quality of the Southeast Portland area.

III. Project Functions

The project functions include:

1. Seek out and publicize the dates of meetings, hearings, and other related activities.
2. Maintain information and referral services as provided in the approved work program.
3. Assist in reproducing and mailing newsletters, minutes, and meeting notices.
4. Assist in contacts for improving communication and community organization among individual citizens, neighborhood associations, and public and private agencies and groups.
5. Follow up and aid volunteers to participate in neighborhood projects.
6. Maintain calendars, files, and records as they relate to neighborhood activities and the terms of this contract.
7. Provide staff services to the SEUL Board in its functions.

IV. Duration of Agreement

This agreement is for the period commencing from July 1, 1981, and extending through June 30, 1982, to be renewed annually if desired by both parties.

V. Compensation and Method of Payment

Subject to satisfactory performance of the project, the SEUL Board shall be compensated by the City for the actual cost of performance hereunder not to exceed the sum of \$77,985 for the period of the contract. Any cost incurred over and above said sum shall be at the sole risk and expense of SEUL.

- A. A cash advance shall be made to the SEUL Board by the City to cover the cost of the initial eight weeks of operation.
- B. A separate account shall be established by SEUL for the purposes of this contract. Such amounts as may become due

under this contract to SEUL will be paid into this account by the City and shall be paid on a monthly basis upon receipt by the City of the following:

1. A written requisition for payment, and
 2. An itemization of expenditures, and
 3. A tally of the work flow through the office, as requested by ONA.
- C. The requisition for payment shall be accompanied by the report in a form satisfactory to ONA, and shall specify the total work accomplished hereunder in the time period for which payment is requested. It shall state that such work has been completed in conformance with the agreement and that the SEUL account for this contract is entitled to receive compensation therefor. Each item of cost shall refer to a specific budget item.
- D. Upon receipt by the City of such a requisition, the SEUL Board shall be entitled to 100% of the total eligible cost as determined by the City for the work accomplished hereunder. All payments made pursuant to this contract are subject to post audit by the City.
- E. In performance of this agreement, the SEUL Review Committee and the staff will not make any expenditure unless such expenditure is provided for in Exhibit A, the budget, attached hereto.
- F. Subject to efficient delivery of all services under this contract, the operating budget, Exhibit A, may be amended provided that the full cost does not exceed the amount stated in this contract. Budget amendments may occur only with the prior approval of the authorized representatives of the City and the SEUL Review Committee.
1. The total amount of the contract will be \$75,285 as itemized in Exhibit A attached, and by this reference made a part hereof. In addition, City printing costs of \$2,700 will be provided. Expenditures of these sums shall be tallied on the City's Financial Management System reports in order to conserve staff time in billing procedures.

- G. Prior to the commencement of performance hereof, SEUL shall:
1. Deliver to the City Auditor evidence that all persons handling funds received or disbursed under this contract are covered by a fidelity bond in the amount of \$10,000; and
 2. Obtain a standard liability insurance policy in the single limit of \$300,000 and provide the City with an endorsement thereto naming the City as an additional insured and protecting the City, its agents, and employees from claims arising out of performance of this contract. Said policy of insurance shall be maintained throughout the period thereof in form approved by the City and shall be supplied prior to commencement of performance hereunder.
- H. The contract is subject to such wage cost of living increase as the Council may adopt for the Fiscal Year 1981-1982, and for any subsequent year for which this contract is renewed.

VI. Termination

The City or SEUL may terminate this contract at any time by giving thirty (30) days written notice thereof.

VII. Staff Selection Process

- A. SEUL shall establish a Review Committee composed at a minimum, of the Executive Committee of SEUL and a representative of the Office of Neighborhood Associations. The Review Committee may screen the applications and select no less than the three (3) most qualified applicants for the position or may promote from within if qualified personnel are available within the staff. The final selection and any termination must be decided by the mutual agreement of the Commissioner responsible for the Office of Neighborhood Associations and the SEUL Board. The City will be consulted prior to any final decision on employment matters.

- B. Implementation of the approved work plan will be the responsibility of the SEUL Board, and the City's Office of Neighborhood Associations may serve in an advisory capacity.

VIII. Mutual Responsibilities

- A. SEUL will form a Review Committee consisting, at a minimum, of the SEUL Executive Committee and a representative from ONA.
- B. The SEUL Review Committee will establish its rules of conduct, policy guidelines, and project work plan for staff activities which will be reviewed on a quarterly basis. The Review Committee will participate in the selection of staff, make recommendations regarding proposed contracts, approve the selection or termination of the staff with the mutual agreement of the Commissioner responsible for ONA, approve the project work plan, and recommend changes in the program on the basis of the quarterly review.
- C. The SEUL staff will be responsible for implementing the project functions as in Section III of this contract, and the completion of records relating to the budget expenditures and work performed as set out in Section V (B) of this contract.
- D. The SEUL staff will work under the supervision of and be administratively responsible to the SEUL Review Committee.
- E. The City, through ONA, will evaluate the activities of the SEUL staff to assure that the goals and objectives of the contract are being met, and report the progress of the program on the request of the City Council.

IX. Purchases

All nonexpendable items purchased hereunder shall be purchased in the name of the City, such purchases shall be for cash and shall not include any credit terms, 30 days, or other. Such purchases shall be approved by ONA prior to purchase and shall be included in City property control and appropriately tagged by the City. Such items shall be the property of the City and SEUL shall not earn any interest therein.

X. In performance hereof, SEUL shall comply with the provisions of Oregon Revised Statutes, Chapter 279, relating to public contracts generally.

DATED this _____ day of _____, 1981.

SEUL ADVISORY BOARD, INC.

CITY OF PORTLAND

By _____
President

By _____
Mayor

By _____
Commissioner of Public Safety

Exhibit A

SOUTHEAST UPLIFT BUDGET
July 1, 1981 - June 30, 1982

The contract total of \$75,285 shall be charged to the Office of Neighborhood Associations, A.U. 342, Object Code 260. The itemization as shown here is for accounting purposes of the Southeast Uplift office only, as stated in the contract.

110 Full-Time Employees	\$50,118
170 Benefits	9,017
100 Total Personal Services	<u>\$59,135</u>
210 Professional Services	700
220 Utilities	600
240 Repair & Maintenance	50
250 Miscellaneous Services	4,100
310 Office Supplies	2,500
410 Education	200
420 Local Travel	300
440 Space Rental	6,000
490 Miscellaneous	400
570 Telephone Services	<u>1,300</u>
Total Materials & Services excluding Printing	<u>\$16,150</u>
Total Contract	\$75,285
City Costs*:	
520 Printing	<u>2,700</u>
TOTAL BUDGET	<u><u>\$77,985</u></u>

*Expenditures of these sums shall be tallied on the City's Financial Management system reports in order to conserve staff time in billing procedures.

ORDINANCE NO. 151669

An Ordinance authorizing a revised contract with the Southeast Uplift Advisory Board, Inc., for the operation of the Southeast Uplift Office for the period July 1, 1981 through June 30, 1982, providing for funding at a cost of \$75,285 and additional City printing costs of \$2,700, from the General Fund, Office of Neighborhood Associations and authorizing the drawing and delivery of warrants and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland, through the Office of Neighborhood Associations (hereinafter ONA) has been contracting with the Southeast Uplift Advisory Board, Inc., (hereinafter SEUL) to aid in the operation of the Southeast Uplift Office.
2. A new contract should be authorized for the next Fiscal Year in form substantially in compliance with Exhibit 1 attached hereto.
3. The cost of 1981-1982 Fiscal Year will be \$75,285, as itemized in Exhibit A attached, subject to such wage cost of living increase as the Council may adopt for the Fiscal Year 1981-1982. In addition, the City budget provides \$2,700 for printing through Central Services.
4. The appropriation is included within the budget of the General Fund, Office of Neighborhood Associations, as previously approved by City Council.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Safety and City Auditor are authorized to execute, on behalf of the City, a contract with Southeast Uplift Advisory Board, Inc., in form substantially in compliance with Exhibit 1 attached, and by this reference made a part hereof.
- b. The Mayor and Auditor are hereby authorized to draw and deliver warrants in accordance with the contract as revised payable to Southeast Uplift Advisory Board, Inc., 5224 SE Foster Road, which shall be charged to the Office of Neighborhood Associations Object Code 260.
- c. Additionally, the contracted amount shall be increased by any wage cost of living increase adopted by City Council for the Fiscal Year 1981-1982.

ORDINANCE No. 151669

Section 2. So that there will be no interruption in the continuity of the contract, the Council declares that an emergency exists and this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **JUN 3 1981**

Commissioner Charles Jordan

May 27, 1981

PJ/lt

BUC 34200068

Object Code 260-520

Attest:



A handwritten signature in cursive script, appearing to read "Serge Fekovich".

Auditor of the City of Portland

