

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.
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 \$85,750 through the approved Seventh Year Housing and Community Development (HCD) Program and 1981-82 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-FIVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$85,750).

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 Workers 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, 1981 and ending June 30, 1982.

Dated this _____ day of _____ 1982

APPROVED AS TO FORM:

CITY OF PORTLAND

Christoper Thomas, City Attorney

By _____
Mayor

By _____
Auditor

BURNSIDE CONSORTIUM, INC.

By _____
Chairman

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

MATT TALBOT CENTER, 222 NW 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

ERICKSON HOTEL, Burnside Community Council, 18 NW Third

HOTEL MAINTENANCE PROJECT
BUDGET

July 1, 1981 - June 30, 1982

PERSONNEL

Director of Maintenance	\$ 15,477
Maintenance Workers - 2 Full Time	20,800
Assistant Accountant - 8 hours per week	<u>1,872</u>
TOTAL, SALARY & WAGES	\$ 38,149
OPE @ 24.5%	<u>9,331</u>
TOTAL, PERSONNEL	\$ 47,480

MATERIALS & SUPPLIES

Project Materials at average \$1,500 per month x 12 months/ to include faucets, pipe, plumbing fixtures, paint, electrical wiring and fixtures, tile, window glass, lumber, doors, etc.	\$ 18,000
Office Supplies @ \$50 per mo. x 12 mos.	<u>600</u>
TOTAL, MATERIALS & SUPPLIES	\$ 18,600

CONTRACT SERVICES

Plumbing, electrical, roofing, etc. @ \$800 per mo. x 12 mos.	\$ 9,600
Project Audit	500
Fumigation Services @ \$300 per mo. x 12 mos.	<u>3,600</u>
TOTAL, CONTRACT SERVICES	\$ 13,700

SPACE COSTS

For Workshop & Materials storage approximately \$150 per mo.	\$ 1,800
Office Space @ \$100 per mo. x 12 mos.	<u>1,200</u>
TOTAL, SPACE COSTS	\$ 3,000

UTILITIES

Telephone @ \$65 per mo. x 12 mos.	\$ 780
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INSURANCE

Broad Form Liability w/\$1,000,000 coverage, plus Officer & Director's Insurance	\$ 750
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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.	<u>480</u>
TOTAL, TRAVEL	\$ 1,440
<u>TOTAL, COSTS</u>	<u>\$ 85,750</u>

ORDINANCE NO. 151868

An ordinance authorizing an agreement between the City of Portland and the Burnside Consortium for a sum not to exceed \$85,750 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. In the FY 81-82 budget, Council approved HCD funding for continuation of these services at a cost not to exceed \$85,750.
5. 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.
6. An agreement should be entered into with Burnside Consortium in the sum of \$85,750 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 \$85,750 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.

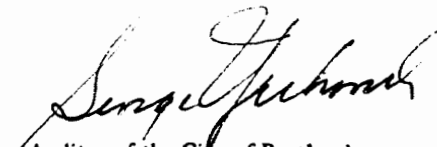
- b. the Mayor and Auditor are hereby authorized to draw and deliver warrants for said contract from the Housing and Community Development Fund.

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, JUL 1 1981

Mayor Francis Ivancie
June 22, 1981
Barbara Madigan: gf

Attest:


Auditor of the City of Portland

Calendar No. **2148**

ORDINANCE No. 151868

Title

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THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN		
LINDBERG	/	
SCHWAB	/	
STRACHAN	/	
IVANCIE	/	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Filed JUN 26 1981

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *George Yerkovich*
Deputy

INTRODUCED BY
Mayor Ivancie

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

BUREAU APPROVAL
Bureau: Housing and Community Develop.
Prepared By: Barbara Madigan: gf Date: 6/22/81
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: Charles E. Olson <i>CEO</i>

CALENDAR
Consent <input checked="" type="checkbox"/> Regular

NOTED BY
City Attorney
City Auditor
City Engineer