

AGREEMENT

An AGREEMENT between the CITY OF PORTLAND, OREGON ("City") and BURNSIDE PROJECTS, INC., to provide operation of the Everett Street Service Center.

RECITALS:

1. The City is entitled to receive Community Development Block Grant funds (HCD) from the Federal Department of Housing and Urban Development.
2. Provision of safe and sanitary housing is one of the major functions of the HCD program in Portland.
3. Portland has need of emergency night shelter for the downtown/Burnside area.
4. Burnside Projects, Inc. provides emergency night shelter in the downtown/Burnside area.
5. Burnside Projects is operating at a deficit and the night shelter is threatened with closure.
6. Burnside Projects, Inc. is willing to continue providing those services using HCD funds.
7. The City Council has authorized \$35,500 through the HCD program to fund an agreement with Burnside Projects, Inc. to provide the continued operation of the Everett Street Service Center from April 1, 1982 to September 30, 1982.
8. The City now desires to enter into a formal agreement with Burnside Projects, Inc. so that Burnside Projects can provide this service without delay.

AGREED:

Scope of Services

Burnside Projects, Inc. will provide the services described below relative to operation of the emergency night shelter at the Everett Street Service Center:

1. Provide emergency night shelter for low income individuals in the downtown/Burnside area by operating the Everett Street Service Center.
2. Institute a user fee to help offset expenses incurred in operating the Center.
3. Burnside Projects will prepare a monthly management plan on the operation of the emergency night shelter for the Bureau of Community Development.

Compensation and Method of Payment

Burnside Projects, Inc. will be compensated for the above described services by the City of Portland through the Housing & Community Development Program (HCD).

Payments to Burnside Projects will be made monthly upon submission of a monthly statement of expenditures. Burnside Projects will keep vendor receipts for materials and services, etc., and evidence of payment for the program staff and salaries. It is agreed that total compensation under this agreement shall not exceed THIRTY FIVE THOUSAND AND FIVE HUNDRED DOLLARS (\$35,500).

Other Provisions

1. Burnside Projects 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. Burnside Projects 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.
3. The Burnside Projects 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.
4. If the City deems an audit of this program is necessary, the Burnside Projects may be requested to provide funds for the audit.
5. The Burnside Projects shall hold and save harmless the City for all consequences related to the Burnside Project'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 Burnside Projects 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 Burnside Projects 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 owner by the Burnside Projects operated by the Burnside Projects or being worked on by the Burnside Projects under the terms of this agreement.
6. The City has no responsibility for the proper completion of services provided by the Burnside Projects. Appropriate management controls, complaint resolution procedures and legal safeguards to the City shall be established by the Burnside Projects.
7. The Burnside Projects is an independent contractor and not entitled to City benefits such as vehicles and employee compensation.
8. The Burnside Projects agrees that it is an independent contractor and not an employee of the City and agrees to 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.

9. The Burnside Projects 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 Burnside Project's operations under the contract, whether such operations be by Burnside Projects 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.

Termination:

Causes for termination are:

City:

Inadequate performance by Burnside Projects as measured in accordance with the Scope of Service of this agreement. Upon the termination, the HCD Manager shall explain to the Burnside Projects, in writing, the reasons for termination. In the event of early termination, the City shall compensate on a prorated basis for work satisfactorily completed and documented. In no case shall compensation exceed \$35,500.

Burnside Projects:

Extenuating circumstances not under the control or influence of the Burnside Projects.

Period of Agreement:

This agreement shall be in effect for a period starting April 1, 1982 and ending September 30, 1982.

Dated this _____ day of _____ 1982.

APPROVED AS TO FORM

CITY OF PORTLAND

Christopher Thomas, City Attorney

By Mayor

By Auditor

BURNSIDE PROJECTS, INC.

By _____

ORDINANCE NO. 153000

An Ordinance authorizing an agreement between the City of Portland and Burnside Projects, Inc. for a sum not to exceed \$35,500 to provide emergency shelter services from April 1 to September 30, 1982; transferring \$17,750 appropriation within the Housing & Community Development fund; authorizing the drawing and delivery of warrants; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that:

1. There is a need to provide emergency night shelter in Portland.
2. The Burnside Projects, Inc. provide such shelter in the downtown/Burnside area by operation of the Everett Street Service Center.
3. Due to budget cuts in social services, the Center is operating at a deficit and is facing immediate closure.
4. Burnside Projects agrees to establish a user fee to help offset the deficit.
5. Burnside Projects agrees to prepare a monthly management report for the Bureau of Community Development.
6. Burnside Projects agrees that City funding of \$35,500 would meet their deficit needs and allow them to continue operation from April 1, 1982 to September 30, 1982. Of this amount, \$17,750 is needed in FY 81-82 and \$17,750 in FY 82-83.
7. Funding this type of activity meets the goals and objectives of the housing function within the Housing & Community Development budget.
8. An agreement should be entered into with Burnside Projects, Inc. in the sum of \$35,500 of HCD funds to enable the continued operation of the Everett Street Service Center.
9. Appropriations totaling \$17,750 for FY 81-82 need to be transferred within the HCD fund.
10. Appropriations totaling \$17,750 will be included in the HCD FY 82-83 budget.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are hereby authorized to enter into an agreement with Burnside Projects, Inc. to provide \$35,500 for the operation of the Everett Street Service Center between April 1, 1982 and September 30, 1982 in accordance with the agreement attached as "Exhibit A".

ORDINANCE No.

b. The 1981-82 City Budget is amended as follows:

Housing & Community Development Fund

	<u>From</u>	<u>To</u>
General Operating Contingency 53000011/710	(\$17,750)	
Housing & Community Development AU 532 BUC 53300072/260/4292		\$17,750

c. The Mayor and Auditor hereby are authorized to draw and deliver warrants for said contract from the Housing & Community Development fund.

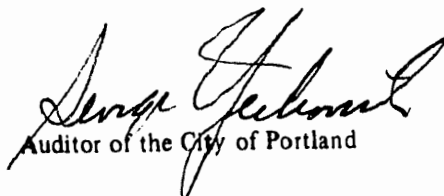
Section 2. This Ordinance shall not become effective until the contractee (Burnside Projects, Inc.) has filed with the City Auditor a document accepting the terms and conditions hereof which has been approved by the City Attorney.

Section 3. So that Burnside Projects, Inc. can continue the operation of the Everett Street Service Center, the Council declares that an emergency exists and this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, **MAR 24 1982**

Mayor Ivancie
March 18, 1982
B. Madigan:hm

Attest:


Auditor of the City of Portland

Calendar No. **754**

ORDINANCE No. 153000

Title

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Filed _____

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon Howell*
Deputy

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

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

INTRODUCED BY	
Mayor Ivancie	
NOTED BY THE COMMISSIONER	
Affairs	
Finance and Administration	<i>KSJ</i>
Safety	
Utilities	
Works	
BUREAU APPROVAL	
Bureau: Community Development	
Prepared By: <i>mdr</i>	Date: March 18, 1982
B. Madigan:hm	
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed	<input type="checkbox"/> Not required
Bureau Head: Mark S. Davis <i>MSD</i>	
CALENDAR	
Consent	Regular <input checked="" type="checkbox"/>
NOTED BY	
City Attorney	
City Auditor	
City Engineer	