

EXHIBIT "A"

AGREEMENT NO.

An AGREEMENT between the City of Portland (CITY) and Portland Community Design (CONTRACTOR), a nonprofit organization, to provide architectural services to nonprofit developers carrying out Community Development Block Grant eligible projects and to complete a Business Planning Process.

RECITALS:

1. The City receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development to carry out a variety of planning and development activities serving low- and moderate-income households and neighborhoods.
2. Portland Community Design provides below cost planning and design services to nonprofit organizations, many of whom are carrying out CDBG-funded or CDBG-eligible projects.
3. Portland Community Design has requested funding from the City so that they may provide services at reduced rates to these clients.
4. The City wishes to support the availability of these services and now desires to enter into a formal agreement with the Contractor to provide architectural and planning services.

AGREED:

I. Definitions

CDBG Eligible Project: Projects within the Portland city limits which meet all requirements of 24 CFR 570.102 - 570.207 and related regulations. In general, this includes:

- planning activities including comprehensive planning and strategic planning for low- and moderate-income neighborhoods, districts, or target areas;
- acquisition and/or rehabilitation of housing which will be occupied and affordable to low- and moderate-income households (below 80% of the area median income);
- acquisition, rehabilitation or new construction of public facilities which provide services to low- and moderate-income individuals or families;
- the removal of structural barriers for handicap accessibility of public or publicly funded facilities; and
- in certain circumstances, new construction of affordable housing.

The City will provide technical assistance to the Contractor in making determinations regarding eligibility.

II. Scope of Services

- A. The Contractor will provide the following types of services for nonprofit clients on CDBG-eligible projects:
1. Predevelopment Technical Assistance: Provide evaluations of housing development potential and feasibility for potential projects to serve low-income people and neighborhoods. Work may include site analysis, preliminary design options, and preliminary cost estimates, etc. The scope of these projects should be limited until such point as the developer can provide evidence of site control.
 2. Neighborhood Planning Technical Assistance: Conduct planning studies and prepare plans for local neighborhoods, community service organizations, and/or business districts in distressed areas that may include design guidelines, redevelopment strategies, etc.
 3. Architectural Design Technical Assistance: Provide detailed design (Design Development) services, prepare plans and specifications (Construction Documents), cost estimating and value engineering services, bidding and negotiation, and construction contract administration. Research and preparation of stock plans for typical site development and adaptive (ADA) design.
- B. The Contractor will document each project file with a determination of CDBG eligibility for each project assisted under this Agreement. The Contractor will notify the City of each project to be served under this Agreement and must receive preapproval from the City before services are provided.
- C. The Contractor will negotiate agreements with nonprofit clients that identify the services to be performed, timelines for performance, compensation and other terms and conditions. Such agreements will notify recipients that services are subsidized by this Agreement and that the project must meet all applicable regulations and requirements of a CDBG-assisted project.
- D. For planning projects, the Contractor will provide one copy of all final products to the City Project Manager.
- E. The Contractor will establish the portion of the cost of service that shall be paid by the client and the portion that may be billed to this Agreement on a project-by-project basis.
- F. In any informational material or publicity developed by the Contractor, the Contractor will acknowledge the funding participation of the City through the Bureau of Housing and Community Development.

III. Performance Measures

- A. Contractor will work with nonprofit developers on at least 2 feasibility and/or architectural design projects.
- B. Contractor may undertake least one comprehensive neighborhood planning effort, including design guidelines.
- C. Contractor will provide design services on at least 5 eligible projects.

IV. Compensation and Method of Payment

- A. The City will reimburse the Contractor for expenses in accordance with the approved budget and billing rates (Attachment A). Payment will be made for:
 - 1. Actual expenses, upon submission of a copies of receipts or other acceptable documentation, or
 - 2. Anticipated expenditures, upon submission of a bid, official estimate or purchase order.
- B. Any program income received by the Contractor, through fees or other charges for services, will be reported with the billing.
- C. All funds received by the Contractor must be disbursed within three (3) working days of receipt.
- D. Any changes to the budget must be approved in writing by the City Project Manager before any expenditure of funds in new amounts or line items.
- E. All requests for payments must be accompanied by required progress and project reports. If reports are not up to date, progress payments may be held back.
- F. Total compensation under this Agreement shall not exceed TWENTY-FOUR THOUSAND DOLLARS (\$24,000).

V. Reporting Requirements

- A. The Contractor will provide the following reports to the City:
 - a) The Contractor will prepare a narrative Progress Report describing the overall status of the project.
 - b) The Contractor will prepare a Project Report in a tabular format acceptable to the City. This will include:
 - For all projects, the Contractor will provide project specific information including client name, project name and address, Portland neighborhood name, project type, nature of services provided, total contract amount and sources of contract reimbursement including funds from this Agreement, and funds

- from client payments or other sources.
 - For housing projects, the Contractor will provide information on the number of units in the project and the number projected to serve low- and moderate-income households. For rehabilitation projects the Contractor will also include the number of units before and after rehab, and the number occupied and vacant before rehab.
 - For housing projects completed without financing/funding from the Portland Development Commission, the Contractor will also provide reports on the demographic features of households occupying the units after completion: income (less than 30%, 50% or 80% of median income); ethnicity of head of household; gender of head of household; elderly head of household.
 - For public facility projects completed without financing/funding from the Portland Development Commission, the Contractor will provide documentation of income of clients receiving services or benefit from the facility.
 - For planning projects, the Contractor will provide information on the geographic area served by the plan.
- c) In addition to reporting program totals, data will be presented by both the geographic reporting areas and focus areas. The Contractor will also provide a brief narrative report describing any marketing or outreach efforts in the target areas.
- B. The Contractor will submit the above reports along with the billing statements. Progress Reports will be submitted for each billing statement in which the Contractor receives funding under this Agreement. Project Reports will be submitted until each project assisted is complete and initially occupied by low- or moderate-income households.
- C. The Contractor will also provide a report with invoices indicating the ration of client fees versus grant reimbursement from this Agreement (Section II, E, above).

VI. City Project Manager

- A. The City Project Manager shall be Trell Anderson, or such person as shall be designated in writing by the Director of the Bureau of Housing and Community Development.
- B. The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate the Agreement as provided herein, and to carry out any other City actions referred to herein.

VII. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the Contractor of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and Contractor may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made.
- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City under sections A and C hereof for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this contract by the City, then the Contractor's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the Contractor an opportunity for an administrative appeal to the Bureau Director.

- D. **CHANGES.** The City or Contractor may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract. Changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

- E. **NONDISCRIMINATION.** During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 2. The Contractor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 3. The Contractor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 4. The Contractor will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 - Civil Rights.
- F. **SECTION 3:** The Contractor will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).
- G. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the

purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the Contractor for three years after the City makes final payments and all other pending matters are closed.

- H. MAINTENANCE OF RECORDS. The Contractor shall maintain fiscal records on a current basis to support its billings to the City. The Contractor shall retain fiscal as well as all records relating to program management and operation, program beneficiaries, demographics and eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work here under.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the 3-year period established by Section H above.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to City.

- J. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this contract.
- K. LIABILITY INSURANCE.

(a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this contract. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer

would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Contractor.

(b) The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the City.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

L. WORKERS' COMPENSATION INSURANCE.

(a) The Contractor, its subcontracts, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's worker's compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of worker's compensation insurance as renewals of said insurance occur.

(c) If Contractor believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, the Contractor agrees to accurately complete the City of Portland's Questionnaire for Worker's Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. In this case, the Questionnaire shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. Any misrepresentation of information on the

Questionnaire by the Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (A), TERMINATION FOR CAUSE, hereof shall not apply.

- M. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The Contractor shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. **INDEPENDENT CONTRACTOR STATUS.** The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Contractor and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

No board of director member or employee of the Contractor, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the Contractor during the contract.

On CDBG-funded projects, the Contractor shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

- P. **CONTRACT ADMINISTRATION, 24 CFR 570.502(b).** The Contractor shall comply with the applicable provisions of OMB Circular Nos. A-122, A-21, A-133 and A-110 as described by 24 CFR 570.502(b) and 570.610.
- Q. **OREGON LAW AND FORUM.** This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the Contractor arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- R. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. **PROGRAM INCOME/PERSONAL PROPERTY.** For Community Development Block Grant-funded projects, the Contractor shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the Contractor provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract.
- T. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the Contractor shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

- U. **PROGRAM AND FISCAL MONITORING.** The City through the Bureau of Housing & Community Development shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the contract. The frequency and level of monitoring will be determined by the City Project Manager.

- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the Contractor shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. RELOCATION, ACQUISITION AND DISPLACEMENT. The Contractor agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. Contractor agrees to comply with applicable City of Portland ordinances, resolutions and policies concerning displacement of individuals from their residences.
- X. PROGRAM ACCESS BY THE DISABLED. The Contractor shall, to the maximum feasible extent, follow the Bureau of Housing and Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- Z. INTEGRATION. This agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.
- AA. LABOR STANDARDS. The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing

hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$19,296.00.

- BB. FLOOD DISASTER PROTECTION. The Contractor agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- CC. LEAD-BASED PAINT. The Contractor agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- DD. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

- GG. CHURCH/STATE. The Contractor agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.
- HH. TARGETING. Each year the City designates target areas, which receive focused services through the Bureau of Housing & Community Development. As appropriate, the Contractor may be asked to provide marketing and outreach for its services and/or collect demographic information on its clients, relative to these target areas. Boundaries of target areas will be provided to any Contractor who is asked to provide such information and assistance.
- II. TRAINING. The Bureau of Housing & Community Development will provide training for all new Contractors and for Contractors who have experienced significant organizational changes, which would warrant training. This training may be carried out on an individual basis or as part of a general training program, at the discretion of the City.
- JJ. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any contractor receiving \$300,000 or more in federal funds, from all sources, in any program year is required to obtain an independent audit of the federally funded program(s), in compliance with federal OMB Circular A-133. Any contractor receiving between \$25,000 and \$300,000 in federal funds, from all sources, in any program is required to obtain an independent financial review. Additionally, contractors receiving between \$25,000 and \$300,000 in federal funds may be required to obtain an A-133 audit, if the City believes it is warranted. Two copies of all required financial audits or reviews will be submitted to the designated City Project Manager within thirty days of their completion.

VIII. Period of Agreement

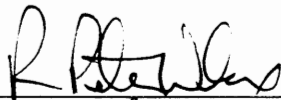
The term of this Agreement shall be effective July 1, 1999, and shall remain in effect during any period the Contractor has control of City funds, including program income. Work by the Contractor shall terminate as of June 30, 2000.

Dated this _____ day of _____, 1999.

CITY OF PORTLAND

PORTLAND COMMUNITY DESIGN

Commissioner Erik Sten
Commissioner of Public Works



Name: *R. Peter Wilcox*
Title: *Exec. Director*

APPROVED AS TO FORM:

APPROVED AS TO FORM



Jeffrey L. Rogers, City Attorney
CITY ATTORNEY

ATTACHMENT A

PORTLAND COMMUNITY DESIGN
APPROVED BILLING RATES FOR FY 99-00

Hours of service provided by the following personnel may be billed at the following rates:

R. Peter Wilcox	\$ 99.00
Suzanne Zuniga	\$ 83.00
Keyan Mizani	\$ 58.00
Krista Appleby	\$ 57.00
Maria Lopez	\$ 51.00

Changes to personnel or billing rates may be proposed by the Contractor and will require written approval by the City Project Manager prior to billing to this Agreement.

In addition to charges for personnel services, the Contractor may bill for actual expenses upon submission of copies of receipts or other acceptable documentation.

174067

ORDINANCE NO.

* Contract with Portland Community Design ^{for} \$24,000 to provide technical assistance and development services for affordable housing and economic development projects and provide for payment. (Ordinance)

The City of Portland ordains:

SECTION 1. The Council finds that:

1. Portland Community Design is a nonprofit organization established to provide technical assistance, design, and development services to local affordable housing and economic development activities.
2. The City encourages affordable housing and economic development activities and supports nonprofit organizations working in the field.
3. The City Council has authorized funding in the Housing and Community Development budget to support affordable housing and economic development activities.
4. The City and Portland Community Design now desire to enter into a formal agreement in the sum of \$24,000.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works is hereby authorized to enter into an agreement with Portland Community Design in a form substantially in accordance with the agreement attached as Exhibit A (attached to the original ordinance only).
- b. The Mayor and City Auditor are hereby authorized to pay for said contract from the Housing and Community Development CDBG Fund.

Section 2. The Council declares that an emergency exists because delay in funding would interrupt Portland Community Design's ability to provide its services; therefore, this ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council,

JAN 12 2000

Commissioner Erik Sten
Trell Anderson
December 29, 1999

GARY BLACKMER
Auditor of the City of Portland
By *Britta Olson*
Deputy

