

AGREEMENT
BETWEEN THE CITY OF PORTLAND, OREGON
AND VICTORIA CRAM

Pursuant to this Agreement, the CITY OF PORTLAND, and VICTORIA CRAM (Cram), agree to assume the following obligations:

I. CRAM'S OBLIGATIONS:

- A. To familiarize herself with federal activities relating to the City's policies and programs and advise the City regarding such activities. To this end, Cram shall consult with appropriate organizations and individuals to provide a comprehensive analysis for the City.
- B. To review and comment on the City's proposals to be submitted to federal agencies.
- C. To assist the City's congressional delegation, as directed by the City.
- D. To assist in preparing City personnel for appearances before congressional committees and federal administrative agencies.
- E. To assist the City in obtaining approval of its applications submitted to federal agencies and offices.
- F. On the matters described in this Paragraph I, Cram will advise the City's Director of Intergovernmental Affairs (Director), at the times and places mutually agreed to by the Director.
- G. To act in the name of the City of Portland, as an independent contractor, and not as an employee of the City; to not employ any workers in the State of Oregon.
- H. To submit to the City verification of all expenses incurred in the performance of this Agreement, including those paid from the advance expense fund described below in Section II E.

II. OBLIGATIONS OF THE CITY OF PORTLAND, OREGON

- A. To pay Cram for her services under this Agreement the sum of \$30,250.00, in advance in equal monthly installments of \$2,750.00 each, commencing August 1, 1986 through June 30, 1987.

- B. To contract separately for office space, utilities, furnishings and equipment, secretarial services, common-use office supplies and services, and other related services as deemed appropriate by the City, for Cram's use in performing this agreement. If the City is unable to contract for such space and facilities on terms satisfactory to the City, it, in its sole discretion, shall have the right to terminate this Agreement, upon giving Cram notice as provided in Paragraph IV B.
- C. To reimburse Cram for all long distance and postal expenses, incurred by her in performing this agreement, in a total sum not to exceed \$5,000.00.
- D. In addition to Paragraph II C, to reimburse Cram for all business and travel expenses incurred in the performance of this agreement, in a total sum not to exceed \$8,400.00. Cram shall incur travel expenses only on the advice and prior approval of the City.
- E. To provide Cram, in advance of expenditures by her, a fund of not more than \$1,000.00 with which Cram is to pay reimbursable expenses she incurs in performing this Agreement; at any time this fund shall have a balance of less than \$600.00, to restore the balance to \$1,000.00.

III. THE CITY AND CRAM AGREE THAT DURING THE TERM OF THIS AGREEMENT CRAM WILL NOT:

- A. Represent any person, firm or corporation, engaged in commerce or industry in the City, in pursuit of Federal business;
- B. Represent other local government agencies in Portland except those which are instrumentalities or agencies of the City, without the prior written consent of the City.
- C. Perform any legal, engineering, accounting, or other similar professional services for any other party; and
- D. Represent any other governmental entity, agency, bureau or office or private party, in providing services as described in this Agreement.

IV. EFFECTIVE DATE, DURATION, INTEGRATION, MODIFICATION, AND TERMINATION:

- A. This Agreement shall be effective August 1, 1986, and shall continue in effect through June 30, 1987.
- B. Either party may terminate this Agreement at any time by giving the other at least thirty (30) days notice in writing of such termination.

- C. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supercede all prior communications, representations or agreements, either oral or written by the parties.
- D. Furthermore, no letter, telegram or other communication between the parties concerning matters covered by this contract shall be deemed a part of this agreement nor shall it have the effect of modifying or adding to this agreement unless it is so distinctly stated and is attached as a rider to this agreement and is signed by the parties.
- E. If this Agreement is terminated in accordance with this provision, the City will be liable only for services rendered and expenses incurred up to the effective date of termination.

EXECUTED IN TRIPLICATE ON JULY_____, 1986

CITY OF PORTLAND, OREGON

BY _____
MAYOR

BY _____
AUDITOR

BY _____
VICTORIA CRAM

ORDINANCE No. 158774

An Ordinance authorizing an agreement with Victoria Cram for services regarding matters pertaining to relationship between the City and the federal government; authorizing the Mayor and City Auditor to execute the agreement; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City requires the services of a person working in Washington, D.C. to advise the City and perform other services for the City in connection with the activities of the federal government.
2. Pursuant to Ordinance No. 157554 passed by the City Council on July 10, 1985, the City entered into an agreement with Victoria Cram to provide such services for the period continuing through June 30, 1986.
3. An agreement was signed extending the services listed in Exhibit A, attached, from July 1, 1986 to July 31, 1986.
4. It would be mutually beneficial for the City and Victoria Cram to enter into an agreement for her services similar to the previous agreement, for the period continuing through June 30, 1987, substantially in the form set forth in Exhibit A, attached to this Ordinance.

NOW THEREFORE, the Council directs that the Mayor and the City Auditor are authorized to execute an agreement on behalf of the City with Victoria Cram for her services for the City, in substantially the form attached to this Ordinance and marked as Exhibit A.

Section 2. The Council declares that an emergency exists because the City requires continuous services of a representative in Washington, D.C.; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JUL 16 1986**

Mayor Clark

Jewel Lansing

Auditor of the City of Portland

By *Doris E. Chohessy*
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
BOGLE	✓	
LINDBERG	✓	
SCHWAB	✓	
STRACHAN	✓	
CLARK	✓	

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Calendar No. **1425**

ORDINANCE No. **158774**

Title

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Filed JUL 11 1986

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By Elena Carrera
Deputy

INTRODUCED BY	
MAYOR BUD CLARK	
NOTED BY THE COMMISSIONER	
Affairs	
Finance and Administration <i>JEBC/CS</i>	
Safety	
Utilities	
Works	
BUREAU APPROVAL	
Bureau: Intergovernmental Affairs	
Prepared By:	Date:
Bob Van Brocklin	
Budget Impact Review:	
<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Not required	
Bureau Head:	
CALENDAR	
Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>
NOTED BY	
City Attorney <i>Paul C. Elmer</i>	
City Auditor	
City Engineer	