

AGREEMENT
BETWEEN THE CITY OF PORTLAND, OREGON
AND THE
NATIONAL CENTER FOR MUNICIPAL DEVELOPMENT
WASHINGTON, D.C.

Pursuant to this agreement, the CITY OF PORTLAND, OREGON, and the NATIONAL CENTER FOR MUNICIPAL DEVELOPMENT, agree to assume the following obligations:

- I. OBLIGATIONS OF THE NATIONAL CENTER FOR MUNICIPAL DEVELOPMENT
 - A. The National Center for Municipal Development, will assign a member of its staff to act as a Washington Assistant to the City of Portland in Washington, D.C.
 - B. The National Center for Municipal Development, will furnish requisite office space, utilities, furnishings and equipment, secretarial services, common-use office supplies and services, general administrative support, and consultation privileges with other employees of the National Center for Municipal Development and the League of Cities-Conference of Mayors, Inc. required by the Washington Assistant to the City of Portland in the performance of his prescribed functions under this agreement.
 - C. The Washington Assistant will confer with the Mayor and such other City personnel as the Mayor may designate at the times and places mutually agreed to by the Mayor or his designees and the Washington Assistant.
 - D. The Washington Assistant will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City on his own initiative of
which may have a bearing on City policy or programs.

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- D. The Washington Assistant will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City on his own initiative of those items which may have a bearing on City policy or programs.
- E. The Washington Assistant will secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest.
- F. The Washington Assistant will review and comment on proposals of the City of Portland, Oregon, being prepared for submission to federal agencies when requested to do so by the Mayor or his designees.
- G. The Washington Assistant will maintain liaison with the City's Congressional delegation and will assist the delegation in any matter which the City determines to be in its best interest in the same manner as any other member of the City's administrative staff might render assistance.
- H. The Washington Assistant will counsel with the City regarding appearances by City personnel before Congressional committees and administrative agencies, and will arrange for appointments and accommodations for City personnel as necessary.
- I. The Washington Assistant will contact federal agencies on the City's behalf when City applications are under consideration by such agencies, and otherwise take whatever steps appear to him to be required to obtain the most favorable consideration of such applications.

- J. In fulfilling his responsibilities under this agreement, the Washington Assistant will act in the name of the City of Portland and with the title of Washington Assistant to the Mayor.
- K. The National Center for Municipal Development, Inc. will not directly or indirectly participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office.
- L. The National Center for Municipal Development, Inc. will not take a position on pending legislation nor attempt to influence legislation by propaganda or otherwise.

II. OBLIGATIONS OF THE CITY OF PORTLAND, OREGON

- A. The contract price will be \$54,000 payable in advance in equal monthly installments of \$4,500 commencing July 1, 1980.
- B. The City will advise the National Center for Municipal Development of the name or names of persons other than the Mayor authorized to request service by the Washington Assistant and the person or persons to be kept advised by the Assistant.
- C. The City will supply the National Center for Municipal Development with a summary of all federal programs in which the City is participating and provide the National Center for Municipal Development with information as to when new applications are filed together with pertinent details as to the substance of such applications.
- D. The City will supply the National Center for Municipal Development with copies of budgets, planning documents, and regular reports of the Mayor and departments, Council proceedings, newspapers and other materials which will assist the Washington Assistant in keeping himself current on City policies and programs.
- E. The City will reimburse the National Center for Municipal Development for : (1) all travel expenses incurred pursuant to paragraph I, subparagraph C; (2) all travel expenses for attendance at other conferences attended by the Washington Assistant outside of Washington at the request of the City. Such reimbursement for travel shall not exceed a total of \$3,000 for the twelve months covered by this agreement.
- F. All long distance telephone and other communication expenses incurred by the Washington Assistant in connection with City business will be borne by the City. Such expenses for communications shall not exceed a total of \$3,000 for the twelve months covered by this agreement.
- G. These and other expense reimbursements shall be made following approval by the City of expenses incurred in the preceding month by the Washington Assistant and billed to the City. Total expenses for all purposes during the twelve (12) month period of this agreement, including those purposes specified in subparagraphs E and F above, shall not exceed \$6,000.

III. THE CITY OF PORTLAND, OREGON AND THE NATIONAL CENTER FOR MUNICIPAL DEVELOPMENT CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT:

The Washington Assistant assigned by the National Center for Municipal Development to the City of Portland:

- A. Will not represent commercial or industrial establishments of the City in pursuit of federal business;
- B. Will not, by virtue of this agreement, represent other local government agencies in Portland except those which are instrumentalities or agencies of the City of Portland;
- C. Will not perform any legal, engineering, accounting, or other similar professional service;
- D. Will not represent a position which clearly and directly conflicts with the national policies of the National League of Cities and the U.S. Conference of Mayors.

IV. EFFECTIVE DATE, DURATION AND TERMINATION.

This agreement shall be effective July 1, 1980, and shall continue in effect until June 30, 1981.

Either party may terminate this agreement at any time by giving the other at least sixty (60) days notice in writing of such termination.

If this agreement is terminated in accordance with this provision, the City will be liable only for monthly installments accrued and expenses incurred as of the effective date of termination.

CITY OF PORTLAND

BY: _____
Mayor

BY: _____
Auditor

BY: _____
Chief Deputy

APPROVED AS TO FORM

NATIONAL CENTER FOR MUNICIPAL DEVELOPMENT

City Attorney

BY: *Michael J. Ginter*
President, 1980

ORDINANCE No. 149801

An Ordinance authorizing the Mayor and Auditor to execute an agreement with the National Center for Municipal Development for the provision of staff services in Washington, D.C., for a period of 12 months beginning July 1, 1980, at a total program cost not to exceed \$60,000, authorizing warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That pursuant to Ordinance No. 148068 the City entered into a contract with the "National Center for Municipal Development", a non-profit corporation set up by the National League of Cities and the U.S. Conference of Mayors, Inc. to carry out the "Washington Liaison" service program;
2. That it is in the City's interest to continue its participation in this program;
3. That funds in the amount of \$60,000 are included in the approved 1980-81 budget for this purpose in the Special Appropriation "Washington Liaison" under the Office of the Mayor;
4. That an appropriate form of agreement authorizing the City to participate in the National Center for Municipal Development staff service in Washington, D.C. for the period July 1, 1980 to June 30, 1981, is attached hereto as Exhibit "A".

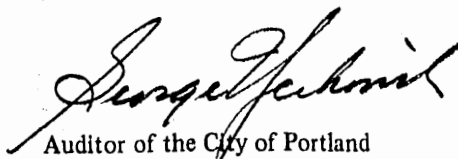
NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are hereby authorized to execute an agreement with the National Center for Municipal Development, said agreement to confirm substantially with the form of agreement attached to the original only of this Ordinance, marked Exhibit "A".
- b. The Mayor and Auditor hereby are authorized to draw and deliver warrants pursuant to the agreement described in Section 1 hereof, in an amount not to exceed \$60,000, said warrants to be charged to the General Fund, Special Appropriation, Washington Liaison.

Section 2. The Council declares that an emergency exists because delay in the execution of this contract would disrupt needed information and services provided by the contractor; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JUN 25 1980**

Mayor Connie McCready
Tom Benjamin/ht
June 2, 1980
40200011


Auditor of the City of Portland

2168
~~2168~~

Calendar No.

ORDINANCE No. 149801

Title

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JUN 18 1980

CONTINUED TO JUN 25 1980

Filed JUN 13 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Garth Croall
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	/	
Jordan	/	
Lindberg	/	
Schwab	/	
McCready	/	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Mayor Connie McCready

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

BUREAU APPROVAL
Bureau:
Prepared By: Date:
Budget Impact Review:
<input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head:

NOTED BY
City Attorney
City Auditor
City Engineer <i>GC</i>