

MAR 12 1971

14520

WEST/NU

CONTRACT FOR SERVICES IN  
CITIZEN PARTICIPATION

THIS AGREEMENT entered into as of the date executed by and between the CITY of PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as "City" and the following: N.W.D.A., the community association of Northwest Portland, Inc.; Northwest Industrial Neighborhood Association, Inc., Citizens for Hillside Community and Recreation Center, Inc., nonprofit corporations of the State of Oregon, on behalf of all non-profit neighborhood groups in Northwest Portland, hereinafter referred to as "neighborhood associations."

W I T N E S S E T H

WHEREAS, the City has established the Office of Neighborhood Associations to encourage citizen participation and to improve communications between City agencies and neighborhood associations.

WHEREAS, the City desires to assist neighborhood associations by placing an office in the Northwest Portland area, and the neighborhood associations present themselves to the City as willing and able to accomplish the responsibilities herein stated,

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE As follows:

I. Project Purpose

The general purpose of this project is to establish an area office in Northwest Portland to encourage and develop citizen participation in matters affecting the quality of Northwest Portland as an area to live and work. The Northwest Portland area includes the neighborhoods within the Northwest sector of the city, except the area commonly known as Linnton.

II. Goals

The goals of the project are:

- 1- Aid and coordinate citizen participation in the Northwest Portland area;
- 2- Maintain a two-way flow of communication between citizens, nonprofit neighborhood groups, and public and private agencies on matters affecting the physical and social quality of the Northwest Portland area as a place to live and work.

III. Project Functions

- 1- Seek out and publicize the dates of meetings, hearings, and other events. Attend neighborhood meetings at the request of the neighborhood associations.
- 2- Maintain information and referral services.
- 3- Assist in reproducing and mailing newsletters, and meeting notices.
- 4- Assist in contacts between citizens, neighborhood groups, and public and private agencies.

5- Aid volunteers to participate in the office and in neighborhood projects, and investigate possible resources.

6- Maintain the calendar, the files and the records.

#### IV. Duration of Agreement

This agreement is for the period commencing from the date passed and extending through June 30, 1975, to be renewed annually at the option of both parties.

#### V. Compensation and Method of Payment

Subject to satisfactory performance of the project, the Northwest Portland area office shall be reimbursed by the City for its actual cost of performance hereunder not to exceed the sum of \$18,102 for the eight month period. Any cost incurred by the office over and above said sum shall be at the sole risk and expense of the neighborhood associations incurring said cost.

A. An advance shall be made to the office by the City to cover the cost of the initial six weeks of office operations.

B. A separate account shall be established by the neighborhood associations for the Northwest Portland Area Office. Such amounts as may become due to this account by the City because of this contract shall be paid on a monthly basis upon receipt by the City of the following:

1. A written requisition for payment, and
2. An itemization of expenditures,
3. A tally of the work flow through the office, as requested by the Office of Neighborhood Associations.

C. The requisition for payment shall be accompanied by the report in form satisfactory to the Office of Neighborhood Associations, and shall specify the total work accomplished hereunder in the time period for which payment is requested. It shall state that such work has been completed in conformance with the agreement and that the special account for the Northwest Portland Area Office is entitled to receive compensation therefor. Each item of cost shall refer to a specific budget item.

D. Upon receipt by the City of such a requisition, the Northwest Portland Area Office shall be entitled to 100% of the total eligible cost as determined by the City for the work accomplished hereunder. All payments made pursuant to this contract are subject to post audit by the City.

E. In performance of this agreement, the Review Board and the office staff agrees not to make any expenditure unless such expenditure is provided for in Exhibit "A", the budget, attached hereto.

F. Subject to efficient delivery of all services under this contract, the operating budget, Exhibit "A", may be amended provided that the full cost does not exceed the amount stated in this contract. Budget amendments may occur only with the prior approval of the authorized representatives for the City and the Review Board.

G. Prior to the commencement of performance hereof, the neighborhood associations shall:

1. Deliver to the City Auditor evidence that all persons handling funds received or disbursed under this contract are covered by a fidelity bond in the amount of \$10,000; and
2. Obtain a standard liability insurance policy in the single limit of \$300,000.00 and provide the City with an endorsement thereto naming the City as an additional insured and protecting the City, its agents, and employees from claims for damages arising out of performance of this contract.
3. A small insurance policy covering the financial risk of the neighborhood associations may also be acquired.

Said policies of insurance shall be maintained throughout the period thereof in form approved by the City and shall be supplied prior to commencement of performance hereunder.

#### VI. Termination

The City or a majority of the neighborhood associations may terminate this contract at any time by giving thirty (30) days written notice thereof.

#### VII. Mutual Responsibilities

A. A Review Board shall be established by all the non-profit groups and organizations who are parties to this contract. Each group or organization wishing to participate may name one delegate to the Review Board for the duration of this contract.

B. The Review Board may establish operating guidelines for the office, and review the effectiveness of the office quarterly. The Review Board will meet as necessary and serve in an advisory capacity to the office staff.

C. The office coordinator will be responsible for implementing the project functions as in Section III of this contract and the completion of records relating to the budget expenditures and work performed as set out in Section V (B) of this contract.

D. The City, through the Office of Neighborhood Associations, will evaluate the operation of the Northwest Portland Area Office to assure that the goals and objectives of the contract are being met, and report the progress of the program on the request of the City Council.

#### VIII. Project Coordination

A. The neighborhood associations shall establish a Personnel Committee composed of at least four (4) members, plus a representative from the Office of Neighborhood Associations. The Personnel Committee shall seek applications for an office coordinator. The Personnel Committee will screen the resumes and select the six (6) most qualified applicants for the position of coordinator. The Personnel Committee will interview and select three (3) of the applicants. The final three applicants may be re-interviewed. The final selection and any termination must be decided by the mutual agreement of the commissioner responsible for the Office of Neighborhood Associations and the neighborhood associations. Other office staff will be hired by the office coordinator, and the City will be consulted prior to any final decision on employment matters.

B. Program implementation will be the responsibility of the office coordinator subject to the approval of the neighborhood associations. The time of the office staff will be apportioned among the neighborhood associations according to need. Representatives appointed by the neighborhood associations and the City's Office of Neighborhood Associations may serve in an advisory capacity. Each organization or individual will be responsible for the content of their written communications disseminated through the Northwest Portland area.

IX. Purchases

All nonexpendable items purchased hereunder shall be purchased in the name of the City, such purchases shall be for cash and shall not include any credit terms, 30 days or other. Such purchases shall be approved by the Office of Neighborhood Associations prior to purchase and shall be included in City property control and appropriately tagged by the City. Such items shall be the property of the City and the neighborhood associations shall not earn any interest therein.

X. In performance hereof, the neighborhood associations shall comply with the provisions of Oregon Revised Statutes, Chapter 279, relating to public contracts generally.

DATED this 12<sup>th</sup> day of March, 1974.

CITY OF PORTLAND

By

[Signature]  
Mayor

By

[Signature]  
Commissioner of Public Affairs

CITIZENS FOR HILLSIDE COMMUNITY AND RECREATION CENTER, INC.

By

[Signature]  
Chairman  
Director

NORTHWEST DISTRICT ASSOCIATION

By

[Signature]  
President

NORTHWEST INDUSTRIAL NEIGHBORHOOD ASSOCIATION

By

[Signature]  
President

Other Neighborhood Groups Participating:

GOOSEHOLLOW FOOTHILLS LEAGUE

[Signature]  
President

NEIGHBORS OF FOREST PARK

[Signature]  
Chairman

NORTHWEST IMPROVEMENT COMMITTEE

[Signature]  
Chairman

WILLAMETTE HEIGHTS NEIGHBORHOOD ASSOCIATION

[Signature]  
Chairman

APPROVED AS TO FORM  
[Signature]  
CITY ATTORNEY



## NORTHWEST BUDGET

Budget Code Number	Type of Budget Expenditure	Amount
.510	Full Time Employees	\$6,940
.520	Part Time Employees	2,400
.570	Benefits	1,962
.612	Printing & Repro.	600
.613	Utilities	400
.614	Communications	1,700
.615	Insurance	100
.619	Other Services	250
.621	Office Supplies	750
.622	Janitorial Supplies	150
.633	Local Travel	150
.644	Printing Services	1,100
.651	Space Rental	<u>1,600</u>
	TOTAL	\$18,102

ORDINANCE No. **139005**

An Ordinance transferring funds within the General Fund, Office of Neighborhood Associations, authorizing a contract with N.W.D.A., the community association of Northwest Portland, Inc., Northwest Industrial Neighborhood Association Inc., and Citizens for Hillside Community and Recreation Center, Inc., for the operation of a neighborhood association office and authorizing the drawing and delivery of warrants.

The City of Portland ordains:

Section 1. The Council finds that it has been recommended by the City Coordinator of the Office of Neighborhood Associations and the Commissioner in charge thereof that a contract be signed between the City and three Northwest neighborhood groups: N.W.D.A., the community association of Northwest Portland, Inc., the Northwest Industrial Neighborhood Association, Inc., and Citizens for Hillside Community and Recreation Center, Inc., to establish an area office in Northwest Portland; that the position of one Neighborhood Association Coordinator has been budgeted within the Office of Neighborhood Associations and will now be funded through this contract; that \$18,102 is presently budgeted in the bureau budget for this function and needs to be transferred within the bureau budget to fund this contract for the period November 22, through June 30, 1975; that the contract is in for required to accomplish this objective;

NOW THEREFORE, the Mayor and the Commissioner of Public Affairs hereby are authorized to execute on behalf of the City an agreement with the N.W.D.A., the community association of Northwest Portland, Inc., the Northwest Industrial Neighborhood Association, Inc., and Citizens for Hillside Community and Recreation Center, Inc., in form set forth in Exhibit "A", attached to this ordinance and by this reference made a part thereof.

Section 2. That funds are hereby transferred as follows:

<u>General Fund</u>	FROM	TO
<u>Requirements</u>		
Office of Neighborhood Associations		
.510 Full Time Employees	\$6,940	
.520 Part Time Employees	2,400	
.570 Benefits	1,962	
.612 Printing & Repro.	600	
.613 Utilities	400	
.614 Communications	1,700	
.615 Insurance	100	
.619 Other Services	250	
.621 Office Supplies	750	
.622 Janitorial Supplies	150	
.633 Local Travel	150	
.644 Printing Services	1,100	
.651 Space Rental	1,600	
.611 Professional Services		\$18,102

# ORDINANCE No.

Section 3. The Mayor and the Auditor hereby are authorized to draw and deliver warrants, in accordance with the above contract, and shall be charged to the Office of Neighborhood Associations (342.611).

Passed by the Council,

OCT 23 1974

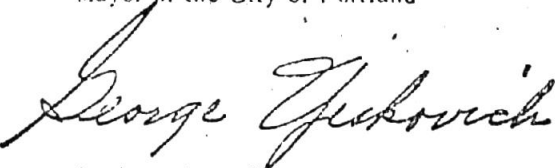
Mildred A. Schwab  
MCP/BJB

October 4, 1974

B. U. C. 34200017

  
Mayor of the City of Portland

Attest:

  
Auditor of the City of Portland



# Certificate of Insurance

*Wood Associates*

**RECEIVED**  
FEB 24 1975  
MAYOR'S OFFICE

- The Aetna Casualty and Surety Company
  - The Standard Fire Insurance Company
- Hartford, Connecticut

To CITY OF PORTLAND  
CITY HALL  
PORTLAND, OREGON

Date 2-18-75.

Gentlemen: This is to certify that insurance policies, subject to their terms, conditions and exclusions, are at present in force in the Company indicated above by , as follows:

Name of Insured NORTHWEST DISTRICT ASSOCIATION

Covering CONTRACT FOR SERVICES IN CITIZEN PARTICIPATION

KIND OF INSURANCE	LIMITS OF LIABILITY			POLICY NO.	EFFECTIVE	EXPIRATION
	Each Person	Each Occurrence	Aggregate			
Workmen's Compensation				IT IS AGREED THAT THE CITY OF PORTLAND, ITS AGENTS AND EMPLOYEES ARE ADDED AS ADDITIONAL INSUREDS.		
Manufacturers' & Contractors' Bodily Injury Liability		\$ ,000				
Property Damage Liability		\$ ,000	\$ ,000			
Owners' or Contractors' Protective Bodily Injury Liability		\$ ,000		APPROVED <i>[Signature]</i>		
Property Damage Liability		\$ ,000	\$ ,000			
Comprehensive Automobile Bodily Injury Liability	\$ ,000	\$ ,000		APPROVED AS TO THE CITY <i>[Signature]</i>		
Property Damage Liability		\$ ,000				
Comprehensive General Bodily Injury Liability		\$ ,000	\$ ,000	APPROVED AS TO THE CITY <i>[Signature]</i>		
Property Damage Liability		\$ ,000	\$ ,000			
GENERAL LIABILITY Bodily Injury Liability	\$ 300,000	\$ 300,000	\$ ,000	42GS113779CCA	12-7-72	12-7-75
Property Damage Liability		\$ 300,000	\$ 300,000			

In event of cancellation, 30 DAYS written notice will be given to the party to whom this certificate is addressed.

**C. J. WAGNER CO.**  
By *[Signature]*  
Authorized Representative

THE AETNA CASUALTY AND SURETY COMPANY

Hartford, Connecticut 06115

FIDELITY INDIVIDUAL BOND

Amount \$ 10,000.

Bond No. 42 F 2112 BCA

Know All Men by These Presents

1 That Susan Nelson
2 (hereinafter called the Principal), as Principal, and The Aetna Casualty and Surety Company, a stock corporation of the State
3 of Connecticut, with its Home Office in the City of Hartford, Connecticut, (hereinafter called the Surety), as Surety, are held
4 and firmly bound unto N.W.D.A., the community association of Northwest Portland, Inc.;
5 Northwest Industrial Neighborhood Association, Inc., Citizens for Hillside Community
6 and Recreation Center, Inc.

7
8 (hereinafter called the Obligee) in the penal sum of - - - - - TEN THOUSAND AND NO/100 - - - - -
9 - - - - - (\$10,000.00) Dollars, good and lawful money of the United States, for the payment
10 of which amount we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
11 by these presents.

12 WHEREAS, the Principal has been appointed to the position of Office Coordinator
13 in the service of the Obligee, and has applied to the Surety for this bond,

14 IT IS HEREBY COVENANTED AND AGREED that the Surety, for and in consideration of agreed premium
15 hereby binds itself to pay the Obligee such pecuniary loss as the Obligee shall sustain of money or other personal property (includ-
16 ing that for which the Obligee is legally responsible) through the Fraud, Dishonesty, Forgery, Theft, Embezzlement, Wrongful
17 Abstraction, Misappropriation or any other Dishonest Act committed by the Principal directly or in connivance with others
18 while the Principal holds any position at any location in the service of the Obligee, during the period commencing with the
19 3rd day of February, 1975, at noon, Standard Time, and con-
20 tinuing until this Suretyship terminates in one of the ways hereinafter provided, the liability of the Surety being limited to the
21 penal amount above named, regardless of the number of years this Suretyship remains in force or the number of premiums paid.
22 This bond, to the extent of its unexpended penalty and subject to its terms, also covers such past losses as would, but for delay in
23 discovery, have been recoverable under any prior immediate fidelity bond on the Principal which this bond supersedes, but if this
24 Surety executed the prior bond, its maximum liability shall nevertheless be limited to its highest single bond penalty.

25 PROVIDED,
26 FIRST.—If dishonesty losses caused by the Principal are discovered in excess of the Surety's liability, any recovery thereof
27 by the Obligee shall revert to the Obligee for the loss sustained in excess of such liability, the balance, if any, to be paid to the
28 Surety; and likewise, the amount of any recovery that may be made by the Surety except from reinsurance, other suretyship,
29 collateral, or third party indemnity, (less the expenses incurred by the Surety in making such recovery), shall revert to the Obligee
30 for the loss sustained in excess of the Surety's liability, the balance, if any, belonging to the Surety.

31 SECOND.—Upon the discovery by the Obligee of any loss, the Obligee shall promptly deliver notice thereof to the Surety
32 at its Home Office in Hartford, Connecticut, and, within three months after such discovery, the Obligee shall file with the Surety
33 at its Home Office a written statement of claim giving particulars of such loss. The Surety shall have two months after claim has
34 been presented in which to verify and pay same, during which time no legal proceeding shall be brought against the Surety as to
35 that claim, nor at all as to that claim after the expiration of fifteen months from the time of its presentation. If this limitation is
36 void under the laws of the place governing the construction thereof, it shall be extended to the shortest period of limitation per-
37 mitted by such law. The Surety shall be liable for those losses only which shall be discovered during the term the bond is in force,
38 or within two years after the termination thereof.

39 THIRD.—This Suretyship shall immediately terminate upon the retirement of the Principal from the employ of the
40 Obligee or upon discovery of loss through any dishonest act on the part of the Principal. In no other way can it be terminated
41 except by the Obligee giving written notice to the Surety specifying the date of termination or the Surety giving 30 days' written
42 notice of termination to the Obligee. If it is terminated by discovery of a loss as aforesaid, the entire premium for the current year
43 shall be considered as fully earned. If terminated in any of the other ways specified above, the Surety shall refund the unearned.

APPROVED
[Signature]

(over)

44 premium to the Obligee.

45 FOURTH.—If more than one Obligee is covered under this bond, the first named Obligee shall act for itself and for each  
46 and all of the Obligees for all the purposes of this bond. Knowledge possessed or discovery made of any dishonest act on the part  
47 of the Principal covered hereunder, by any Obligee, or by any partner, or by any officer not in collusion with such Principal, shall,  
48 for all purposes of this bond constitute knowledge or discovery by all the Obligees, and termination of this bond as to such Principal  
49 shall apply to all the Obligees. If, prior to the termination of this bond as to all Obligees, this bond is terminated as to any Obligee,  
50 there shall be no liability for any loss sustained by such Obligee unless discovered before the expiration of twenty-four months from  
51 the time such termination as to such Obligee becomes effective. The liability of the Surety for loss or losses sustained by any or all  
52 of the Obligees shall not exceed the amount for which the Surety would be liable had all such loss or losses been sustained by any  
53 one of the Obligees. Payment by the Surety to the first named Obligee of loss sustained by any Obligee shall fully release the  
54 Surety on account of such loss. If the first named Obligee ceases for any reason to be covered under this bond, then the Obligee  
55 next named shall thereafter be considered as the first named Obligee for all the purposes of this bond.

56 IN WITNESS WHEREOF, the Principal has hereunto set his hand and seal, and the Surety has caused this bond to be  
57 signed and its corporate seal to be affixed, by its proper officer (s) duly appointed for this purpose, this .....27th..... day of  
58 .....February..... 19 ..75...

59 Signed, sealed and delivered by the Principal  
60 in the presence of

61 *Kathleen J. Laatz*  
62 .....  
63 Kathleen J. Laatz  
64  
65  
66  
67

(Witness)

*Susan Nelson* ..... (SEAL)  
Susan Nelson (Principal)

THE AETNA CASUALTY AND SURETY COMPANY

By *Beverley Schippers*  
Beverley Schippers

FIDELITY INDIVIDUAL BOND



THE AETNA CASUALTY  
AND SURETY COMPANY

Hartford, Connecticut 06115

Bond No.

To

Date



MAR 12 1975



THIS INDENTURE OF LEASE, made and entered into this 7th day of March 1975, by and between Elaine Helfend and Paul Lavender, partnership

hereinafter called the lessor, and Neighborhoods West-Northwest

WITNESSETH: In consideration of the covenants, agreements and stipulations herein contained on the part of the lessee to be paid, kept and faithfully performed, the lessor does hereby lease, demise and let unto the said lessee those certain premises, as is, situated in the City of Portland, County of Multnomah and State of Oregon, known and described as follows:

Approximately 15 ft. by 50 ft. at 817 N. W. 23rd Avenue

To Have and to Hold the said described premises unto the said lessee for a period of time commencing with the 7th day of March 1975, and ending at midnight of the 30th day of June 1975, at and for a rental of \$ 460.00 for the whole of the said term payable in lawful money of the United States at 937 S. W. Evans, City of Portland, State of Oregon, at the following times and in the following amounts, to-wit:

ONE HUNDRED FIFTEEN AND NO/100 (\$115.00) Payable the 1st day of each month starting the 1st day March 1975. It is understood and agreed that interest of 8 percent per annum may be charged on any rentals which come past due by more than ten days.

In consideration of the leasing of said premises and of the mutual agreements herein contained, each party hereto does hereby expressly covenant and agree to and with the other, as follows:

LESSEE'S ACCEPTANCE OF LEASE (1) The lessee accepts said letting and agrees to pay to the order of the lessor the rentals above stated for the full term of this lease, in advance, at the times and in the manner aforesaid.

USE OF PREMISES (2a) The lessee shall use said demised premises during the term of this lease for the conduct of the following business: Office and meetings

and for no other purpose whatsoever without lessor's written consent.

(2b) The lessee will not make any unlawful, improper or offensive use of said premises; he will not suffer any strip or waste thereof; he will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done upon or about said premises in any way tending to create a nuisance; he will not sell or permit to be sold any spirituous, vinous or malt liquors on said premises, excepting such as lessee may be licensed by law to sell and as may be herein expressly permitted.

(2c) The lessee will not allow the leased premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon; he shall not install any power machinery on said premises except under the supervision and with written consent of the lessor; he shall not store gasoline or other highly combustible materials on said premises at any time; he will not use said premises in such a way or for such a purpose that the fire insurance rate on the building in which said premises are located is thereby increased or that would prevent the lessor from taking advantage of any rulings of the Insurance Rating Bureau of the state in which said leased premises are situated or its successors, which would allow the lessor to obtain reduced premium rates for long term fire insurance policies.

(2d) Lessee shall comply at lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said leased premises.

UTILITIES (3) The lessee shall pay for all heat, light, water, power and other services or utilities used in the above demised premises during the term of this lease.

REPAIRS AND IMPROVEMENTS (4a) The lessor shall not be required to make any repairs, alterations, additions or improvements to or upon said premises during the term of this lease, except only those hereinafter specifically provided for; the lessee hereby agrees to maintain and keep said leased premises, including heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank, in good order and repair during the entire term of this lease at lessee's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of said premises with glass of as good or better quality as that now in use; Lessee further agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the lessor first being obtained.

(4b) The lessor agrees to maintain in good order and repair during the term of this lease the exterior walls, roof, gutters, downspouts and foundations of the building in which the demised premises are situated and the sidewalks thereabouts. It is understood and agreed that the lessor reserves and at any and all times shall have the right to alter, repair or improve the building of which said demised premises are a part, or to add thereto and for that purpose at any time may erect scaffolding and all

other necessary structures about and upon the demised premises and lessor and lessor's representatives, contractors and workmen for that purpose may enter in or about the said demised premises with such materials as lessor may deem necessary therefor, and lessee waives any claim to damages, including loss of business resulting therefrom.

**LESSOR'S  
RIGHT OF  
ENTRY**

(5) It shall be lawful for the lessor, his agents and representatives, at any reasonable time to enter into or upon said demised premises for the purpose of examining into the condition thereof, or any other lawful purpose.

**RIGHT OF  
ASSIGNMENT**

(6) The lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, or permit any other person or persons whomsoever to occupy the demised premises without the written consent of the lessor being first obtained in writing; this lease is personal to said lessee; lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the lease, or in any other matter, except as hereinafter provided.

**LIENS**

(7) The lessee will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

**ICE, SNOW,  
DEBRIS**

(8) If the premises herein leased are located at street level, then at all times lessee shall keep the sidewalks in front of the demised premises free and clear of ice, snow, rubbish, debris and obstruction; and if the lessee occupies the entire building, he will not permit rubbish, debris, ice or snow to accumulate on the roof of said building so as to stop up or obstruct gutters or downspouts or cause damage to said roof, and will save harmless and protect the lessor against any injury whether to lessor or to lessor's property or to any other person or property caused by his failure in that regard.

**OVERLOADING  
OF FLOORS**

(9) The lessee will not overload the floors of said premises in such a way as to cause any undue or serious stress or strain upon the building in which said demised premises are located, or any part thereof, and the lessor shall have the right, at any time, to call upon any competent engineer or architect whom the lessor may choose, to decide whether or not the floors of said premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain on said building, or any part thereof, and the decision of said engineer or architect shall be final and binding upon the lessee; and in the event that the engineer or architect so called upon shall decide that in his opinion the stress or strain is such as to endanger or injure said building, or any part thereof, then and in that event the lessee agrees immediately to relieve said stress or strain either by reinforcing the building or by lightening the load which causes such stress or strain in a manner satisfactory to the lessor.

**ADVERTISING  
SIGNS**

(10) The lessee will not use the outside walls of said premises, or allow signs or devices of any kind to be attached thereto or suspended therefrom, for advertising or displaying the name or business of the lessee or for any purpose whatsoever without the written consent of the lessor; however, the lessee may make use of the windows of said leased premises to display lessee's name and business when the workmanship of such signs shall be of good quality and permanent nature; provided further that the lessee may not suspend or place within said windows or paint thereon any banners, signs, sign-boards or other devices in violation of the intent and meaning of this section.

**LIABILITY  
INSURANCE**

(11) The lessee further agrees at all times during the term hereof, at his own expense, to maintain, keep in effect, furnish and deliver to the lessor liability insurance policies in form and with an insurer satisfactory to the lessor, insuring both the lessor and the lessee against all liability for damages to person or property in or about said leased premises; the amount of said liability insurance shall not be less than \$ 10,000.00 for injury to one person, \$25,000.00 for injuries arising out of any one accident and not less than \$ 5,000.00 for property damage. Lessee agrees to and shall indemnify and hold lessor harmless against any and all claims and demands arising from the negligence of the lessee, his officers, agents, invitees and/or employees, as well as those arising from lessee's failure to comply with any covenant of this lease on his part to be performed, and shall at his own expense defend the lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against lessor in any such suit or action.

**FIXTURES**

(12) All partitions, plumbing, electrical wiring, additions to or improvements upon said leased premises, whether installed by the lessor or lessee, shall be and become a part of the building as soon as installed and the property of the lessor unless otherwise herein provided.

**LIGHT  
AND AIR**

(13) This lease does not grant any rights of access to light and air over the property.

**DAMAGE BY  
CASUALTY,  
FIRE AND  
DUTY TO  
REPAIR**

(14) In the event of the destruction of the building in which said leased premises are located by fire or other casualty, either party hereto may terminate this lease as of the date of said fire or casualty, provided, however, that in the event of damage to said building by fire or other casualty to the extent of 50 per cent or more of the sound value of said building, the lessor may or may not elect to repair said building; written notice of lessor's said election shall be given lessee within fifteen days after the occurrence of said damage; if said notice is not so given, lessor conclusively shall be deemed to have elected not to repair; in the event lessor elects not to repair said building, then and in that event this lease shall terminate with the date of said damage; but if the building in which said leased premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and lessor elects to repair, as aforesaid, then the lessor shall repair said building with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the lessee, all or any part of said building in order to make the necessary repairs, and the lessee hereby agrees to vacate upon request, all or any part of said building which the lessor may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference



with the occupancy of said leased premises by said lessee shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by said lessee, then there shall be no abatement of rent and the lessor shall repair said damage with all convenient speed.

**WAIVER OF SUBROGATION RIGHTS**

(15) Neither the lessor nor the lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvement of which the leased premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the lessee that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the lessor nor the lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

**EMINENT DOMAIN**

(16) In case of the condemnation or appropriation of all or any substantial part of the said demised premises by any public or private corporation under the laws of eminent domain, this lease may be terminated at the option of either party hereto on twenty days written notice to the other and in that case the lessee shall not be liable for any rent after the date of lessee's removal from the premises.

**FOR SALE AND FOR RENT SIGNS**

(17) During the period of 90 days prior to the date above fixed for the termination of said lease, the lessor herein may post on said premises or in the windows thereof signs of moderate size notifying the public that the premises are "for sale" or "for rent" or "for lease." Lessor has 1st option

**DELIVERING UP PREMISES ON TERMINATION**

(18) At the expiration of said term or upon any sooner termination thereof, <sup>to renew this lease</sup> the lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same, broom-clean, to the lessor or those having lessor's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by the lessor.

**ADDITIONAL COVENANTS OR EXCEPTIONS**

(19) Glass; Paragraph (4a) above is subject to the following proviso; Lessor shall replace such glass as may be broken or cracked by reason of structural faults of the building, including the roof and exterior walls.

(20) Fire insurance; Lessor shall obtain and keep in force, during the term of this lease and any extensions thereof, fire and extended coverage insurance on said premises in amounts sufficient to cover lessor's interest therein.

**ATTACHMENT BANKRUPTCY DEFAULT**

PROVIDED, ALWAYS, and these presents are upon this condition, that if the lessee shall be in arrears in the payment of said rent for a period of ten days after the same becomes due, or if said lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on lessee's part to be done, kept, performed and observed and such default shall continue for ten days or more after written notice of such failure or neglect shall be given to lessee, or if said lessee shall be declared bankrupt or insolvent according to law, or if any assignment of lessee's property shall be made for the benefit of creditors, or if on the expiration of this lease lessee fails to surrender possession of said leased premises, then and in either of said cases or events, the lessor or those having lessor's estate in the premises, lawfully, at his or their option, immediately or at any time thereafter, without demand or notice, may enter into and upon said demised premises and every part thereof and repossess the same as of lessor's former estate, and expel said lessee and those claiming by, through and under lessee and remove lessee's effects at lessee's expense, forcibly if necessary and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

**HOLDING OVER**

In the event the lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the lessor.







CONTRACT FOR SERVICES IN  
CITIZEN PARTICIPATION

THIS AGREEMENT entered into as of the date executed by and between the CITY of PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as "City" and the following: N.W.D.A., the community association of Northwest Portland, Inc.; Northwest Industrial Neighborhood Association, Inc., Citizens for Hillside Community and Recreation Center, Inc., nonprofit corporations of the State of Oregon, on behalf of all non-profit neighborhood groups in Northwest Portland, hereinafter referred to as "neighborhood associations."

W I T N E S S E T H

WHEREAS, the City has established the Office of Neighborhood Associations to encourage citizen participation and to improve communications between City agencies and neighborhood associations.

WHEREAS, the City desires to assist neighborhood associations by placing an office in the Northwest Portland area, and the neighborhood associations present themselves to the City as willing and able to accomplish the responsibilities herein stated,

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE As follows:

1. Project Purpose

The general purpose of this project is to establish an area office in Northwest Portland to encourage and develop citizen participation in matters affecting the quality of Northwest Portland as an area to live and work. The Northwest Portland area includes the neighborhoods within the Northwest sector of the city, except the area commonly known as Linnton.

II. Goals

The goals of the project are:

- 1- Aid and coordinate citizen participation in the Northwest Portland area;
- 2- Maintain a two-way flow of communication between citizens, nonprofit neighborhood groups, and public and private agencies on matters affecting the physical and social quality of the Northwest Portland area as a place to live and work.

III. Project Functions

- 1- Seek out and publicize the dates of meetings, hearings, and other events. Attend neighborhood meetings at the request of the neighborhood associations.
- 2- Maintain information and referral services.
- 3- Assist in reproducing and mailing newsletters, and meeting notices.
- 4- Assist in contacts between citizens, neighborhood groups, and public and private agencies.

5- Aid volunteers to participate in the office and in neighborhood projects, and investigate possible resources.

6- Maintain the calendar, the files and the records.

#### IV. Duration of Agreement

This agreement is for the period commencing from the date passed and extending through June 30, 1975, to be renewed annually at the option of both parties.

#### V. Compensation and Method of Payment

Subject to satisfactory performance of the project, the Northwest Portland area office shall be reimbursed by the City for its actual cost of performance hereunder not to exceed the sum of \$18,102 for the eight month period. Any cost incurred by the office over and above said sum shall be at the sole risk and expense of the neighborhood associations incurring said cost.

A. An advance shall be made to the office by the City to cover the cost of the initial six weeks of office operations.

B. A separate account shall be established by the neighborhood associations for the Northwest Portland Area Office. Such amounts as may become due to this account by the City because of this contract shall be paid on a monthly basis upon receipt by the City of the following:

1. A written requisition for payment, and
2. an itemization of expenditures,
3. a tally of the work flow through the office, as requested by the Office of Neighborhood Associations.

C. The requisition for payment shall be accompanied by the report in form satisfactory to the Office of Neighborhood Associations, and shall specify the total work accomplished hereunder in the time period for which payment is requested. It shall state that such work has been completed in conformance with the agreement and that the special account for the Northwest Portland Office is entitled to receive compensation therefor. Each item of cost shall refer to a specific budget item.

D. Upon receipt by the City of such a requisition, the Northwest Portland Area Office shall be entitled to 100% of the total eligible cost as determined by the City for the work accomplished hereunder. All payments made pursuant to this contract are subject to post audit by the City.

E. In performance of this agreement, the Review Board and the office staff agrees not to make any expenditure unless such expenditure is provided for in Exhibit "A", the budget, attached hereto.

F. Subject to efficient delivery of all services under this contract, the operating budget, Exhibit "A", may be amended provided that the full cost does not exceed the amount stated in this contract. Budget amendments may occur only with the prior approval of the authorized representatives for the City and the Review Board.



G. Prior to the commencement of performance hereof, the neighborhood associations shall:

1. Deliver to the City Auditor evidence that all persons handling funds received or disbursed under this contract are covered by a fidelity bond in the amount of \$10,000; and
2. Obtain a standard liability insurance policy in the single limit of \$300,000.00 and provide the City with an endorsement thereto naming the City as an additional insured and protecting the City, its agents, and employees from claims for damages arising out of performance of this contract.
3. A small insurance policy covering the financial risk of the neighborhood associations may also be acquired.

Said policies of insurance shall be maintained throughout the period thereof in form approved by the City and shall be supplied prior to commencement of performance hereunder.

#### VI. Termination

The City or a majority of the neighborhood associations may terminate this contract at any time by giving thirty (30) days written notice thereof.

#### VII. Mutual Responsibilities

A. A Review Board shall be established by all the non-profit groups and organizations who are parties to this contract. Each group or organization wishing to participate may name one delegate to the Review Board for the duration of this contract.

B. The Review Board may establish operating guidelines for the office, and review the effectiveness of the office quarterly. The Review Board will meet as necessary and serve in an advisory capacity to the office staff.

C. The office coordinator will be responsible for implementing the project functions as in Section III of this contract and the completion of records relating to the budget expenditures and work performed as set out in Section V (B) of this contract.

D. The City, through the Office of Neighborhood Associations, will evaluate the operation of the Northwest Portland Area Office to assure that the goals and objectives of the contract are being met, and report the progress of the program on the request of the City Council.

#### VIII. Project Coordination

A. The neighborhood associations shall establish a Personnel Committee composed of at least four (4) members, plus a representative from the Office of Neighborhood Associations. The Personnel Committee shall seek applications for an office coordinator. The Personnel Committee will screen the resumes and select the six (6) most qualified applicants for the position of coordinator. The Personnel Committee will interview and select three (3) of the applicants. The final three applicants may be re-interviewed. The final selection and any termination must be decided by the mutual agreement of the commissioner responsible for the Office of Neighborhood Associations and the neighborhood associations. Other office staff will be hired by the office coordinator, and the City will be consulted prior to any final decision on employment matters.

B. Program implementation will be the responsibility of the office coordinator subject to the approval of the neighborhood associations. The time of the office staff will be apportioned among the neighborhood associations according to need. Representatives appointed by the neighborhood associations and the City's Office of Neighborhood Associations may serve in an advisory capacity. Each organization or individual will be responsible for the content of their written communications disseminated through the Northwest Portland area.

IX. Purchases

All nonexpendable items purchased hereunder shall be purchased in the name of the City, such purchases shall be for cash and shall not include any credit terms, 30 days or other. Such purchases shall be approved by the Office of Neighborhood Associations prior to purchase and shall be included in City property control and appropriately tagged by the City. Such items shall be the property of the City and the neighborhood associations shall not earn any interest therein.

X. In performance hereof, the neighborhood associations shall comply with the provisions of Oregon Revised Statutes, Chapter 279, relating to public contracts generally.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1974.

CITY OF PORTLAND

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Commissioner of Public Affairs

CITIZENS FOR HILLSIDE COMMUNITY AND RECREATION CENTER, INC.

NORTHWEST DISTRICT ASSOCIATION

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_  
President

NORTHWEST INDUSTRIAL NEIGHBORHOOD ASSOCIATION

By \_\_\_\_\_  
President

Other Neighborhood Groups Participating:

GOOSEHOLLOW FOOTHILLS LEAGUE

NEIGHBORS OF FOREST PARK

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

NORTHWEST IMPROVEMENT COMMITTEE

WILLAMETTE HEIGHTS NEIGHBORHOOD ASSOCIATION

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman

NORTHWEST BUDGET

Budget Code Number	Type of Budget Expenditure	Amount
.510	Full Time Employees	\$6,940
.520	Part Time Employees	2,400
.570	Benefits	1,962
.612	Printing & Repro.	600
.613	Utilities	400
.614	Communications	1,700
.615	Insurance	100
.619	Other Services	250
.621	Office Supplies	750
.622	Janitorial Supplies	150
.633	Local Travel	150
.644	Printing Services	1,100
.651	Space Rental	<u>1,600</u>
	TOTAL	\$18,102