

*To - Model Cities
Contract for Boise-
Humboldt
Beautification
(33-04) Project
D-32-10C*

A G R E E M E N T

THIS AGREEMENT entered into this 19th day of January, 1972, by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as "City" and the PORTLAND DEVELOPMENT COMMISSION, hereinafter referred to as the "Agency,"

W I T N E S S E T H:

WHEREAS, the City has entered into a contract with the United States Government to conduct a Comprehensive City Demonstration Program for a certain area (herein referred to as the Model Neighborhood) pursuant to Title I of the Demonstration Cities Metropolitan Development Act of 1966; and

WHEREAS, as a part of said Comprehensive City Demonstration Program, the City has determined that a need exists to generate greater citizen involvement and participation in the neighborhood planning process in the Boise-Humboldt Neighborhood, and

WHEREAS, it has been determined that a demonstration of design/planning innovations to residents will help generate said citizen involvement and participation, and

WHEREAS, the Agency has presented itself to the City as being capable of providing such a demonstration project, and

WHEREAS, the City desires to engage the Agency to provide said demonstration project; now, therefore, the parties hereto do mutually agree as follows:

I. Scope of Services

The Agency shall, in a satisfactory and proper manner as determined by the City perform the following services:

- a. The duties of Agency as described in Exhibit "A" (project description) of this agreement.
- b. All services necessary to achieve the purpose and reach the beneficiaries described in Exhibit "A" and which are consistent with the provisions of Exhibit "A."

II. Duration of Agreement

This agreement is for the period from date hereof to and including June 15, 1972.

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III. Compensation and Method of Payment.

The Agency shall be reimbursed by the City for its costs of performance hereunder, not to exceed the sum of \$11,875.

- a. Such amounts as may become due to the Agency 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 from the Agency.
- b. The requisition for payment shall be accompanied by a report to the City, in form satisfactory to the City; 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 this agreement, and that the Agency is entitled to receive compensation therefor, and each cost shall refer to a specific budget item.
- c. Upon receipt by the City of such a requisition, the Agency shall be entitled to 100 percent of the total eligible cost, as determined by the City, for the work accomplished hereunder.
- d. Subject to efficient delivery of all services under this contract, the Agency can, whenever necessary, amend the operating budget in Exhibit "A," provided that the full cost does not exceed the amount stated in this contract, and provided that prior approval of the amended budget by the City has been secured in writing.
- e. Prior to disbursement of funds to the Agency or employees, the City shall receive a statement

from the Agency's chief fiscal officer or its insurer, insuring that all persons handling funds received or disbursed under this contract are covered by a fidelity bond in the amount of \$6,000.

- f. In performance of this agreement, the Agency agrees not to make any expenditure unless such expenditures are provided for in Exhibit "A" (budget).
- g. Agency shall indemnify, save and hold harmless the City, its officers and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from the performance of this contract.

IV. Termination.

This contract may be cancelled at the election of the City for any willful failure or refusal on the part of the Agency to perform faithfully the contract according to its terms.

- 1. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Agency under this contract shall, at the option of the City, become its property; and the Agency shall be entitled to receive reimbursement for costs incurred in performance of all work satisfactorily completed hereunder.
 - 2. The Agency shall be liable to the City for damage sustained by the City by virtue of any breach of the contract by the Agency, and the City may withhold any payments to the Agency for the purpose of set-off until such time as the exact amount of damage due the City from Agency is determined.
- a. This contract may be cancelled at the option of the Agency for any willful failure or refusal on the part of the City to perform faithfully the contract according to its terms.
 - b. This contract may be cancelled at the election of the City if the grant to the City under Title I of the Demonstration Cities and Metropolitan Development Act of 1966 is, for any reason, suspended or terminated.

V. Labor Standards.

The Agency in performance of this agreement shall comply with all applicable guidelines and requirements as set forth in Exhibit "B" hereof.

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VI. General Conditions.

- a. Agency agrees to comply with the provisions of the U.S. Department of Housing and Urban Development Supplementary General Conditions for Contracts with Operating Agencies and Contractors (Exhibit "C").
- b. The term "approval by the City" means written approval by the Commissioner in Charge of the Department of Finance and Administration.
- c. All personal property purchased as a cost of this project shall be and remain the sole property of the City and shall carry a City identification tag.
- d. All statutory, charter and ordinance provisions that are applicable to public contracts in the City of Portland and the State of Oregon shall be followed.
- e. Agency hereby agrees that, pursuant to Oregon Revised Statutes 279.312, Agency shall:
 1. Make payment promptly, as due, to all persons supplying to Agency labor or material for the prosecution of the work provided for herein.
 2. Pay all contributions or amounts due the Industrial Accident Fund from Agency or any subcontractor incurred in the performance of this contract.
 3. Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished hereunder.
 4. Pay to the Department of Revenue of the State of Oregon all sums withheld from employees pursuant to ORS 316.167.
- f. Agency hereby agrees that, pursuant to Oregon Revised Statutes 279.314, if Agency fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Agency or a subcontractor by any person in connection with this contract as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Agency by reason of this contract. Agency further agrees that payment by City of such a claim shall not relieve the Agency or its surety from his or its obligation with respect to any unpaid claim.
- g. Agency hereby agrees, pursuant to Oregon Revised Statutes 279.316, no person shall be employed for

more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it; and in such cases, the laborer shall be paid at least time and one-half for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in Oregon Revised Statutes 187.010, except Veterans Day. However, when specifically agreed to under a written labor-management negotiated labor agreement, a laborer may be paid at least time and one-half pay for work performed on Veterans Day or on any legal holiday specified in ORS 187.020.

- h. Agency hereby agrees, pursuant to Oregon Revised Statutes 279.320, that Agency shall make promptly as due, payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of Agency, of all sums which the Agency agrees to pay for such services and all moneys and sums which Agency collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

CITY OF PORTLAND

By *Tom S. Schunk*
Mayor

By *George T. Johnson*
Auditor

PORTLAND DEVELOPMENT COMMISSION

By *[Signature]*
Executive Director Title

Approved as to Form:

W. S. Rushing
City Attorney

APPROVED AS TO FORM:

Richard D. Howell
Commission Legal Counsel

Ira C. Keller
Chairman

Harold Halvorsen
Secretary

Vincent Raschio
Edward H. Look
John S. Griffith

PORTLAND DEVELOPMENT COMMISSION

1700 S. W. FOURTH AVENUE • PORTLAND, OREGON 97201 • 224-4800

John B. Kenward
Executive Director

January 19, 1972

Mr. Charles Jordan, Director
Portland Model Cities Agency
5329 N. E. Union Avenue
Portland, Oregon 97211

Dear Charles:

The Agreement between the City and the Development Commission providing for the Boise-Humboldt Demonstration Beautification Project has now been signed by both parties and has been dated as of January 19, 1972. We have prepared a contract for the design services of Colburn, Sheldon & Kaji as provided in the Project description, which contract is also dated as of January 19, 1972.

The planning consultants, as you know, have already performed a great deal of the design work required and have submitted a billing to us in the amount of \$1,600.00 for such services. Since such work was done by the consultants at the direction of the CDA prior to the time the Development Commission was requested and agreed to act as operating agency for the project, we wish to request that the CDA approve the invoice, which is attached, and authorize the Development Commission to make payment for such services.

Thank you for your assistance and cooperation in this matter.

Very truly yours,

John B. Kenward
Executive Director

JBK:jk
Enclosure:
Design Collaborative
Invoice Number 1

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LF

Design Collaborative

Please indicate approval on this invoice and return to PDC to the attention of Chuck Olson.

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FEB 22 1972

LAND DEVELOPMENT COMMISSION

BOISE HUMBOLDT PLANNING CONSULTANTS
COLBURN SHELDON KAJI
ROBERT PERRON
RAY BREWER

107 NW Fifth Portland, Oregon 97209 Phone: (503) 228 3144

Box 669 Bend, Oregon 97701 Phone: (503) 382 8380

Humboldt Demonstration Beautification Project
dated January 19, 1972

Land Development Commission
10th Avenue
Bend, Oregon

time for plans, specifications and working drawings
on the Boise/Humboldt Beautification Project:

One thousand six hundred and no/100 Dollars \$1,600.00

The present status of the account is as follows:

Contract Amount \$2,000.00

For Professional Services:

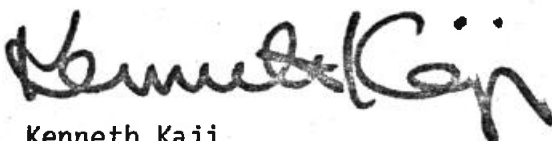
Kaji - 30.0 hrs. @ 15.00/hr. 450.00
• Brewer - 35.0 hrs. @ 10.00/hr. 350.00

\$ 800.00

Design Consultants \$ 800.00

TOTAL AMOUNT DUE \$1,600.00

Very truly yours,



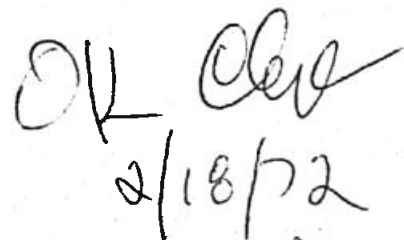
Kenneth Kaji
PARTNER

KK/cf

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Separate Proc NOD #2
Contract

John S. Griffith
Chairman

Edward H. Look
Secretary

Elaine Cogan

Arthur A. Riedel

Dr. W. A. Jenkins

PORTLAND DEVELOPMENT COMMISSION

1700 S.W. FOURTH AVENUE • PORTLAND, OREGON 97201 • 224-4800

December 5, 1972

John B. Kenward
Executive Director

Mr. Andrew Raubseon
Deputy Director
Model Cities Agency
5329 N. E. Union Avenue
Portland, Oregon 97211

Dear Mr. Raubeson:

As per our telephone conversation, attached is a Contract Change Request relative to our Contract No. 13309 with the Model Cities Agency for a Demonstration Beautification Project in the Boise-Humboldt Neighborhood. This Contract Change Request covers the remaining \$2,611 out of a total of \$24,950 previously set aside by your agency for demonstration projects in Boise-Humboldt.

This \$2,611 will be used to match \$400 raised by neighborhood citizens and funds from the NDP to pay for \$6,022 worth of improvements in Peninsula Park. Working drawings and specifications will be prepared by Ray Brewer and funded by NDP in addition to the improvements cost.

The Boise-Humboldt Coordinating Committee approved the Improvement program for Peninsula Park on November 2, 1972.

We would appreciate your attention to this matter. Please call me if you have any questions.

Very truly yours,



Charles E. Olson
Director of Program Coordination
and Scheduling

CEO:ELY:gc
Attachment

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DEC 6 1972
Deputy Director



CONTRACT CHANGE REQUEST

—FOR GDA USE ONLY—

AGENCY Portland Development Commission
 ADDRESS 1700 S.W. 4th Ave., Portland, Oregon 97201
 PREPARED BY Charles E. Olson DATE 12/1/72

IDENT NO. _____
 CONTRACT NO. _____
 CHANGE NO. _____
 CHANGE TYPE
 BUDGETARY
 PROGRAMMATIC

CONTRACT NO. 13309

CATEGORY CODE	CATEGORY TITLE	APPROVED BUDGET	PROPOSED CHANGE ±	REVISED BUDGET
10	SALARIES (INCLUDING FRINGE BENEFITS)	\$ 1,350.00	-0-	\$ 1,350.00
20	CONTRACTED SERVICES, (INCLUDING AUDITING)	20,989.00	+\$2,611.00	23,600.00
30	TRAVEL, LOCAL			
35	TRAVEL, OUT OF TOWN			
40	CONSUMABLE SUPPLIES			
50	SPACE (INCLUDING RENOVATION)			
55	UTILITIES (INCLUDING TELEPHONE)			
60	FURNITURE & EQUIPMENT (RENTAL)			
65	FURNITURE & EQUIPMENT (PURCHASE)			
70	INSURANCE			
71	MAINTENANCE & EQUIPMENT			
79	MISC. EXPENSES			
TOTALS		\$22,339.00	+\$2,611.00	\$24,950.00

JUSTIFICATION:

Code 20 Increased by \$2,611 to utilize balance of funds budgeted for Boise-Humboldt Demonstration Project to be used for improvements in Peninsula Park.

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 Deputy Director



 Chas. E. Taft