

AGREEMENT

An agreement between the City of Portland, Bureau of Community Development (City) and the Oregon Trail Chapter of the American Red Cross (Red Cross) to administer the Emergency Housing Voucher program.

RECITALS:

1. The City has available to it Community Development Block Grant funds from the U.S. Department of Housing and Urban Development.
2. Provision of safe and sanitary housing is a major objective of the HCD program.
3. There is a need to provide emergency housing for low income homeless families and persons.
4. The city wishes to engage the Red Cross to act as the fiscal and administrative agent for the Emergency Housing Voucher Program.
5. The Red Cross has sufficient expertise, capacity and experience to provide such services.
6. The Red Cross was selected through a competitive process jointly undertaken by the City, Multnomah County, and the Community Action Agency of Portland. Final selection was made by the Emergency Basic Needs Committee on June 25, 1986.
7. The Council authorized \$89,360 through the approved Housing and Community Development (HCD) program in the 1986-87 City budget for the Emergency Housing Voucher Program.
8. The Council now desires to enter into a formal agreement with the Red Cross so that the voucher program can proceed without delay.

AGREED:

Scope of Services: The Red Cross will act as fiscal and administrative agent for the Emergency Housing Voucher program as follows:

1. Red Cross will administer a voucher program in accordance with parts 5.4 and 5.7, Proposal for Funding: Emergency Shelter Voucher Clearinghouse included herein as "Attachment A".
2. Red Cross will not charge more than \$33,110 for non-voucher/administrative costs. (At least \$56,250 of the funds awarded under this agreement must be for payment of housing vouchers.)
3. Red Cross will not apply administrative funds to any activity outside the scope of the voucher program.
4. Red Cross will develop a separate accounting or tracking system for funds awarded under this agreement.

5. The Red Cross will begin issuance of vouchers on July 21, 1986. (The Red Cross will be responsible for payment of any vouchers issued by the N.W. Pilot Project between July 1, 1986 and July 21, 1986 which are transferred by the N.W. Pilot Project after the voucher transition period ends.) 158797

Compensation and Method of Payment

The Red Cross will be compensated for the herein described services by the City of Portland, through the HCD fund, as follows:

As of the effective date of this agreement, the Red Cross may request and be advanced up to \$4685 for voucher costs, and up to \$2759 for administrative costs.

Payments to the Red Cross for eligible expenses will be made monthly upon submission of a statement of expenditures. The Red Cross will keep vendor receipts for all expenditures related to this agreement, including those for materials, services, etc. Timesheets shall be used to record actual time spent on activities funded herein.

During the final month of the agreement, adjustments will be made between actual expenditures and the initial advance. Any unexpended portion will be returned to the City. It is agreed that total compensation shall not exceed EIGHTY NINE THOUSAND, THREE HUNDRED SIXTY DOLLARS (\$89,360).

Other Provisions

The Red Cross will comply with the general provisions included as Attachment B.

Period of Agreement

This agreement shall be in effect for the period starting July 1, 1986 and ending June 30, 1987.

Dated this _____ day of _____, 1986.

CITY OF PORTLAND

AMERICAN RED CROSS

J. E. Bud Clark, Mayor

Title:

Jewel Lansing, City Auditor

APPROVED AS TO FORM

Jeffrey L. Rogers, City Attorney

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5.7 PROPOSED BUDGET FOR CLEARINGHOUSE OPERATIONS
(do not include housing vouchers)

CAAP Use Only	Support- ing Schedule (Yes/No)	Budget Category	<--- PROPOSED BUDGET --->		
			June 1986 Start-up	7/1/86 to 6/30/87	Total Budget
1.0	Yes	Personal Services		\$55,610	\$55,610
8.0	Yes	Professional Svs			
8.0	No	Audit-External		2,000	2,000
2.0	Yes	Travel - In State		100	100
2.0	Yes	Travel - Out/St			
4.0	No	Space Costs			
3.0	No	Consumable Suppl	20.	160	180.
8.0	Yes	Equipment- Leased			
7.0	Yes	Equipment- Purch			
8.0	No	Other - Printing	300.	960.	1,260.
8.0	No	Other - Postage			
8.0	No	Other - Teleph	300.	1,800.	2,100.
8.0	No	Other - Insur			
8.0	No	Other - Admin		300.	300.
8.0	Yes	Other - Misc			
TOTAL			\$ 620.	\$ 60,930.	\$ 61,550.

INSTRUCTIONS:

1. Use generally accepted accounting principles and any applicable restrictions of OMB circulars A-122 and A-110 (and attachment series) when defining, classifying, or allotting costs. In case of conflict between GAAP and OMB circulars, the OMB circulars shall apply.
2. Include only costs for which funding is sought; do not include costs covered through other funds or imputed values for in-kind or donated goods and services.
3. Supporting schedules must be completed for lines indicated above.

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5.4.1 DESCRIPTION OF ORGANIZATION

The American Red Cross is a non-profit, non-sectarian, volunteer organization. The Oregon Trail Chapter, one of approximately 3,000 chapters located throughout the United States, was granted its charter February 4, 1917 and serves a five county area: Multnomah, Washington, Clackamas, Yamhill and Columbia counties. The Chapter is governed by a board of directors who serve without remuneration. There are two programs mandated by Congress, disaster relief and social services for the military, veterans and their families. Other programs were developed to meet urgent human needs including safety and health education, youth and volunteer programs.

Funding for the Oregon Trail Chapter comes from United Way (\$1,779,000.) cash recovery programs, and local fund raising activities.

The Oregon Trail Chapter is also the headquarters of the Pacific Northwest Regional Blood Program which was established in 1949. The program's budget for this fiscal year is \$12,448,000. The self-supporting blood programs' revenue is generated by fees covering the cost of processing blood and blood products.

Congress mandates the chapter's Social Service Department to serve the military families living in the community. The department focus on social service needs includes counseling, emergency communications and financial assistance (as such, the Social Service Department would have overall responsibility for the voucher program). The department helps veterans with applications for government benefits, it works with international social service through the national American Red Cross, it provides casework services for disaster victims, and it supplies information and referral services to the general public. In the area of casework assistance alone, the department provides approximately 7,200 services annually.

For the past three years the Oregon Trail Chapter has administered the Rent Assistance Program Clearinghouse which is concomitant with the Social Service Department's commitment to work in conjunction with other helping agencies to meet the human service needs in the community. The funding is from FEMA (Federal Emergency Management Agency) and is channeled through United Way and Multnomah County who have overall program management. The clearinghouse also receives CDBG (Community Development Block Grant) funds for the clearinghouse coordinator's salary.

The time frame for funding is dependent on Congressional allocation. Allocation breakdowns for 1985-1986 are as follows:

	<u>Rent Assistance (FEMA)</u>	<u>Administration (FEMA)</u>	<u>Coordinator's Salary (CDBG)</u>
January 21-July 31, 1986	\$185,958	\$4,200	\$6,600
February 3-September 15, 1986	250,334	7,398	7,200

Number of households served in 1985 was 1,051 and to-date, with the 1986 allocation, 1,126.

The Rent Assistance Program provides one-time rent assistance to prevent eviction for low-income individuals and families in emergency situations. Rent assistance is disbursed using a clearinghouse concept. Intake agencies are identified by client zip code area to conduct the interviewing and to establish client eligibility. The intake agency refers the case to the clearinghouse coordinator who reviews the material to ascertain that eligibility requirements are met, that no other resources exist, provides technical guidance, checks for duplication of service, verifies property ownership and issues checks to the landlords. In addition to the clearinghouse functions, Red Cross has been responsible for program support including training of intake agencies, accounting, forms, publicity, coordination of meetings, reports and etc. The intake agencies and the clearinghouse together closely coordinate the operation of the Rent Assistance Program.

5.4.2 HOURS OF OPERATION AND LOCATION

The American Red Cross, located at 3131 N. Vancouver Avenue, has normal office hours of 8:00 am to 5:00 pm. We also have an answering service and a caseworker on-call during other than normal office hours. Our responsibility for program coverage is 24 hours a day, 7 days a week.

5.4.3 BACK-UP ARRANGEMENTS FOR CLEARINGHOUSE

There are two alternatives for back-up coverage. First of all, arrangements could be continued with the agency currently providing coverage for the voucher program during other than normal working hours. Another alternative, is, as Red Cross provides 24-hour coverage, for Red Cross casework staff to extend 24-hour coverage to the voucher program.

5.4.4 TELEPHONE SYSTEM

Red Cross has a PBX system with 31 in-coming lines of which two are dedicated to data processing.

Since the voucher program is such high volume we feel our switchboard could not adequately handle the increased volume. Therefore, we would install two direct lines for the program. These would be independent of our PBX. One of these numbers will have call waiting to increase capacity. Additionally, there is already one Red Cross line into the office designated for the Rent Assistance voucher program. This could be utilized for out-going calls.

5.4.5 STAFFING

The following is the staffing plan for clearinghouse operations as outlined in their job descriptions:

Position Title: Clearinghouse Coordinator.

General Information:

The Clearinghouse Coordinator has overall responsibility for the day to day operations of the emergency shelter voucher clearinghouse.

The Clearinghouse Coordinator reports to the Director of Red Cross Social Services.

Work Responsibilities:

- Coordinate the work flow of the clearinghouse, i.e. work assignments, data collection, intake, etc.
- Generate necessary reports.
- Work with shelter providers; obtaining necessary work agreements, maintain current lists, handle complaints and concerns.
- Responsible for agreements with intake agencies.
- Monitoring and trouble-shooting.
- Supervise staff.
- Serve as back-up on voucher requests.

Qualifications:

Working knowledge of social service agencies and low income programs, data programming, organizational and supervisory skills.

Salary Range:

\$1,328 - 1,852 per month with full ARC benefits.

Position Title: Clearinghouse Specialist.

General Information:

Reviews with intake agencies client eligibility and approves vouchers for emergency housing as appropriate.

The Clearinghouse Specialist reports to the Clearinghouse Coordinator.

Work Responsibilities:

- Handle telephone intake from intake agencies to determine client eligibility.

- Provide technical guidance to intake agencies on both the voucher program and community resources.
- Generate payment procedures.
- Collect client data for program.

Qualifications:

Ability to type, data entry experience preferred, knowledge of uncomplicated accounting procedures and ability to report accurately.

Salary Range:

\$1,053 - 1,469 per month with full ARC benefits.

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Other Staffing Information:

The clearinghouse operation would be supervised by the Director of the Social Services department who would assure that the voucher clearinghouse mission is carried out. Also, the Director would be accountable to the Oversight Committee, and responsible for all fiscal matters and reports and training of the intake agencies.

The clearinghouse staff would not be involved in non-clearinghouse duties. However, they would be considered ARC staff and, as appropriate, would be involved in staff functions, meetings; the human resource activities that maintain the teamwork of an organization and/or business.

Red Cross' history of volunteer utilization and involvement in programs would be considered for the voucher program. Volunteer support of the program in both on-line workers and leadership positions could be a factor in keeping additional staffing costs at a minimum.

5.4.6 MANAGEMENT INFORMATION SYSTEM

One of the most important aspects of maintaining accountability and service delivery will be the management of data information. All client shelter tracking, information on available funds, updating lists of intake agencies and vendors, and timely reports and payments are dependent on MIS functions.

The following information summarizes Red Cross' plan for each area:

A. Tracking and Updating Rosters of Client Eligibility

This will be the coordinated responsibility of all three staff members. The Specialist will determine the terms of eligibility, voucher approval

Position Title: Secretary

General Information:

Responsible for secretarial functions, data entry, and generating voucher payments.

The secretary reports to the Clearinghouse Coordinator.

Work Responsibilities:

- Handle all typing matters.
- Data entry of all fiscal information.
- Verify vouchers with shelter providers and intake agencies.
- Process all vouchers for approval and payment.
- Update corrections and changes in vouchers.

Qualifications:

Ability to type, data entry experience preferred, knowledge of uncomplicated accounting procedures and ability to report accurately.

Salary Range:

\$1,053 - 1,469 per month with full ARC benefits.

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and secure necessary client data at the time the case is referred by the intake agency.

The coordinator's responsibility is to make daily entries into the computer of all client data and funds authorized.

The secretary will be responsible for the verification of nights used, processing bills for payments and entering all fiscal information and updates into the computer.

One control form will serve all data input functions, thus simplifying and consolidating record keeping.

The Director will review program printouts daily, including names of clients served and dollars committed. Daily processing of all information will assure that the program does not exceed the number of nights authorized, there is no duplication of services and fiscal data is up-to-date.

B. Tracking and Updating Vendors and Intake Agencies

This function will be handled by the program coordinator. Lists will be computerized and updated as needed.

C. Entering Initial Voucher Authorization and Voucher Statistics

This will be the responsibility of program coordinator. Changes, corrections, updating, etc. will be the combined effort of the program coordinator and secretary.

D. Authorizing and Initiating Voucher Payments

This will be the responsibility of the secretary. Final approval for payments is the responsibility of the Director of Social Services.

E. Tabulating and Reporting Services and Expenditures Information

The coordinator is responsible for generating all reports of services, client and shelter information.

F. Volume of Transaction Anticipated

It is anticipated that there will be 40-100 client intakes a day and the same number of fiscal transactions daily. Internal and external reports will be generated as necessary; approximately 35 monthly. One would expect that the voucher program would be a focal point for resource and shelter information and technical guidance.

5.4.7 CURRENT MANAGEMENT INFORMATION SYSTEM

The Red Cross currently uses an IBM System 38 in conjunction with various personal computers. There is a department of Management Information Service that employs three professional staff. The Social Service department has an IBM PC with a hard disk, and, after July 1, 1986, will have an additional PC with word processing capability.

The Rent Assistance Program is run on the IBM PC. PFS file and report software is used to design programs for all statistical and information reports as well as client and landlord tracking lists. The current daily input includes all the client data that is necessary for determining eligibility and statistical reports, i.e. names, ages, sources of income, other adults in household, ethnic background, landlord lists, identification of homeless families, etc. Daily, weekly and monthly updates are being generated.

The IBM PC with 20 microbyte hard copy is more than adequate for clearinghouse operations.

The current back-up computer support services of the Accounting Department would allow checks to be issued to vendors by the computer. Also, the secretary's fiscal information can be cross-checked by the output from the Accounting Department.

5.4.8 SUMMARY OF PROPOSED MODEL

For the past three years the Oregon Trail Chapter of the American Red Cross has strongly supported and administered a rent assistance program utilizing the clearinghouse model. Procedures have been tested and refined to develop a highly workable program that can be adapted to operational changes. In other words, the Red Cross is well-prepared to operate a program similar to its current rent assistance program, a program like the Emergency Housing Voucher Clearinghouse.

The success of the Emergency Housing Voucher program depends on (1) the Oversight Committee providing strong support and direction for the mission goal of the funding agencies; (2) the Clearinghouse carrying out the goal objectives of the program and fostering a cooperative work environment among the intake agencies; (3) the responsible personnel keeping the management information system up-to-date and timely in order to best satisfy the needs of the participating agencies and the clients with emergency housing needs; and, (4) participating in an on-going system of evaluation to assure that the needs of clients are met in an efficient manner.

With the Oversight Committee to provide direction and policy and to monitor the program, the Red Cross offers in this proposal a model clearinghouse that would carry out the fiscal responsibilities, determine client eligibility, provide technical guidance and monitor and trouble-shoot for the intake agencies that will interview the clients in the various locations providing them with a variety of needed social services.

To meet the goals of the model clearinghouse, job responsibilities as outlined in this proposal would ensure that each position is highly accountable for specific areas. The model also identifies back-up accountability systems such as director, accounting department and the computer system.

The model, as outlined here, describes a self-sustaining voucher program enhanced by Red Cross support systems. The Red Cross offers, on a pragmatic level, strong accounting capabilities, computerization resources and programming skills, and the monetary resources to continue the program should funding be delayed. Even more significantly, the Red Cross is committed to excellence of service in meeting the current community needs.

GENERAL CONTRACT PROVISIONS FOR NON-PROFIT ORGANIZATIONS

(for Contracts over \$10,000)

- I. **TERMINATION FOR CAUSE.** 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 shall have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. 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 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.

- II. **TERMINATION FOR CONVENIENCE.** 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.

- III. **REMEDIES.** In the event of termination under section 1 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.

The remedies provided to the City under sections 1 and 3 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 2 hereof.

GENERAL CONTRACT PROVISIONS continued

- IV. CHANGES. The City may, from time to time, request changes in the scope of the services of the contractor to be performed 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. Any change that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council.
- V. NON-DISCRIMINATION. During the performance of this Contract, the Contractor agrees as follows:
- A. The Contractor will comply with the provision of Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with federal financial assistance.
- B. The Contractor will comply with the provisions of Title VIII of the Civil Rights Act of 1968 which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, or national origin.
- C. The Contractor will comply with Executive Order 11063, as amended by Executive Order 12259, which prohibits discrimination because of race, color, religion, sex, or national origin, in the sale, rental, or leasing, or other disposition of residential property and related facilities, or in the occupancy thereof, if such properties are provided or supported in whole or in part with the aid of federal financial assistance.
- D. The Contractor will comply with Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program funded in whole or in part with community development (HCD) funds.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also be applied to any program or activity funded in whole or in part with funds made available under this contract.

GENERAL CONTRACT PROVISIONS continued

E. Equal Employment Opportunity:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 12246, as amended by Executive Order No. 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246, as amended by Executive Order 11375, dated September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to these books, records, and accounts by the City, the Secretary of Labor and the Secretary of Housing and Urban Development for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

GENERAL CONTRACT PROVISIONS continued

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City or HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City of HUD, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

VI. SECTION 3 CLAUSE: The work to be performed under this contract is on a project assisted under a program providing direct federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to businesses which are located in or owned in substantial part by persons residing in the project area.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

GENERAL CONTRACT PROVISIONS continued

- VII. 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, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of making audit, 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.
- VIII. MAINTENANCE OF RECORDS. The Contractor shall maintain records on a current basis to support its billings to the City. 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 hereunder. The Contractor shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.
- IX. 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 VIII 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.
- X. 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.
- XI. LIABILITY INSURANCE. 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 \$100,000 for personal injury to each person, \$300,000 for each occurrence involving property damages; or a single limit policy of not less than \$300,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. Notwithstanding the naming of

GENERAL CONTRACT PROVISIONS continued

additional insured, 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 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 this contract.

The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under this section. 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.

- XII. WORKERS' COMPENSATION INSURANCE. The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this contract is executed. A certification of insurance, or copy thereof, shall be attached to this contract, and shall be incorporated herein and made a term and part of this contract. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this contract.

In the event the Contractor's workers' compensation insurance coverage expires during the term of this contract, 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 such further certification of workers' compensation insurance as renewals of said insurance occur.

- XIII. 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,

GENERAL CONTRACT PROVISIONS continued

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 or any right or obligation hereunder, without prior written approval of the City.

- XIV. 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.

- XV. REPORTING REQUIREMENTS. The Contractor shall report on its activities in a format and by such times as prescribed by the City.

- XVI. 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 City officer or employees who participated in the award of this contract shall be employed by the Contractor during the period of the contract.

- XVII. CONTRACT ADMINISTRATION. The Contractor will comply with the provisions of OMB Circular A-110, particularly with regard to cash depositories, program income, standards for financial management systems, property management, and procurement standards.

Additionally, the Contractor shall comply with the provisions of OMB Circular A-122, Cost Principles for Non-Profit Organizations.

- XVIII. 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.

GENERAL CONTRACT PROVISIONS continued.

- XIX. 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 under the Community Development Block Grant program. 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 II hereof, or change the scope of services as provided under Section IV hereof.
- XX. 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.

In the event that the Contractor provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

ORDINANCE NO. 158797

An Ordinance authorizing an agreement between the City of Portland and the Oregon Trail Chapter of the American Red Cross in the amount of \$89,360 to undertake the Emergency Housing Voucher Program; authorizing the drawing and delivery of warrants; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that:

1. The City has available to it Community Development Block Grant (HCD) funds from the U.S. Department of Housing and Urban Development.
2. Provision of safe and sanitary housing is a major objective of the HCD program.
3. There is a need to provide emergency housing for low income homeless families and persons.
4. The City wishes to engage the Red Cross to act as the fiscal and administrative agent for the Emergency Housing Voucher Program.
5. The Red Cross has sufficient expertise, capacity and experience to provide such services.
6. The Red Cross was selected through a competitive process jointly undertaken by the City, Multnomah County, and the Community Action Agency of Portland. Final selection was made by the Emergency Basic Needs Committee on June 25, 1986.
7. The Council has authorized \$89,360 through the approved Housing and Community Development (HCD) program in the 1986-87 City budget for the Emergency Housing Voucher Program.
8. The Council now desires to enter into a formal agreement with the Red Cross so that the voucher program can proceed without delay.

ORDINANCE No.

NOW, THEREFORE, the Council directs that:

Section 1.

- a. The Mayor and Auditor are authorized to execute on behalf of the City an agreement with the Red Cross to provide services in accordance with the agreement attached as "Exhibit A" in an amount not to exceed \$89,360.
- b. The Mayor and Auditor are authorized to draw and deliver warrants chargeable to the 1986/87 budget (BUC #53600174/260) when demand is presented and approved by the proper authorities.

Section 2. So that there will be no delay in implementing these services, the Council declares that an emergency exists and this ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, **JUL 17 1986**
Mayor Clark
Jan McVein:sf
June 26, 1986

Jewel Lansing
Auditor of the City of Portland
By
Edna Cervena Deputy

Calendar No. **1471**

ORDINANCE No. 158797

Title

An Ordinance authorizing an agreement between the City of Portland and the Oregon Trail Chapter of the American Red Cross in the amount of \$89,360 to undertake the Emergency Housing Voucher Program; authorizing the drawing and delivery of warrants; and declaring an emergency.

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

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Filed **JUL 11 1986**

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By *Edna Cervino*
Deputy

INTRODUCED BY
Mayor Clark
NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>J.E. Bud Clark PC</i>
Safety
Utilities
Works

BUREAU APPROVAL	
Bureau: Community Development	
Prepared By: <i>Jm</i> J. McVein	Date: 06-26-86
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head: <i>Timothy L. Gallagher</i> Timothy L. Gallagher	

CALENDAR	
Consent	Regular X

NOTED BY
City Attorney
City Auditor
City Engineer