



CITY OF

PORTLAND, OREGON

OFFICE OF NEIGHBORHOOD ASSOCIATIONS

J.E. Bud Clark, Mayor
Sarah Newhall, Director
1220 S.W. 5th, Rm. 405
Portland, OR 97204
(503) 248-4519

AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into as of the 7th day of August 1986, by and between the City of Portland, Oregon, a municipal corporation of the State of Oregon (hereinafter called "City") and GREGORY LAMONT GUDGER (hereinafter called "Contractor");

W I T N E S S E T H :

WHEREAS, the City requires professional services and desires to enter into an agreement under terms and conditions hereinafter described; and

WHEREAS, Contractor represents to the City that it is capable and prepared to provide such services;

NOW, THEREFORE, it is mutually agreed as follows:

1. TERM

The term of this agreement shall commence on the 7th day of August, 1986, and shall continue until the 31st day of December, 1986.

2. SCOPE OF SERVICES

Contractor's service under this agreement shall consist of the following:

- Conduct series of workshops on drug house problem.
- Research community responses to street prostitution and design programs and submit written report.
- Assist citizens in street crime prevention organizing efforts.
- Research ordinances and legislation as it concerns street drug pedalling and make recommendations.
- Provide information and referral services to citizens who are victims of street crime.

3. FEE

City agrees to pay Contractor within fourteen (14) days of receipt of Contractor's bill based upon materials or other costs incurred and hours of services performed at the rate of \$11.15 per hour.

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4. EARLY TERMINATION OF AGREEMENT

- A. The City and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- B. The City, on 30 days' written notice to Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- C. Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the party has not cured the breach within 15 days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of the termination.

5. COMPLIANCE WITH LAW

- A. In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
- B. In the event this Agreement requires services in excess of \$2,500.00, Contractor agrees to comply with the City's Equal Employment Opportunity Certification Process.

6. INDEPENDENT CONTRACTOR STATUS

- A. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- B. The Contractor and its 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.

7. PROJECT MANAGER

City project manager shall be Sarah Newhall, ONA Director, or such person as may subsequently be designated in writing by the Mayor. The project manager is authorized to approve or disapprove work and billings hereunder, to give notice and to terminate this agreement and to carry out any other City actions required to herein.

8. INDEMNIFICATION

The Contractor shall hold harmless, defend and indemnify the City and the City's officers, agents, and employees against all claims, demands, and

INDEMNIFICATION (continued)

actions, in suits brought against any of them arising from the Contractor's work under this Agreement.

9. SUBCONTRACTING AND ASSIGNMENTS

- A. The Contractor shall not subcontract or use employees in its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require the approved Subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding the approval of the Subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder.
- B. The Contractor shall not assign this Agreement, in whole or in part or any prior obligation hereunder, without the prior written approval of the City.

10. WORKER'S COMPENSATION INSURANCE

- A. Unless exempt, the Contractor shall provide workers' compensation coverage for all subcontractors or persons employed in performing the services under the Agreement in accordance with ORS 656.001 to 656.794 either as: (a) a carrier-insured employer; or (b) a self-insured employer as provided by ORS 656.407.
- B. Evidence of such coverage shall be filed with the City and maintained for the duration of this Agreement. The Contractor shall hold harmless, defend and indemnify the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide workers' compensation coverage.
- C. In the event Contractor uses employees or subcontractors or other persons in the performance of this Agreement in violation of paragraphs 10 (A) and (B) above, Contractor agrees to hold harmless and indemnify the City and its officers, agents, and employees against any claims or demands which result from the Contractor's use of employees or subcontractors, or other persons, including but not limited to workers' compensation claims and to pay the City any damages which the City may incur as a result of such claims.

11. COPYRIGHTS

Contractor relinquishes any and all copyrights or privileges to any materials developed under this contract, such materials being the sole property of the City.

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IN WITNESS THEREOF, the parties have caused this agreement to be executed in their names by their duly appointed representatives on the date first hereinabove written.

CONTRACTOR

CITY OF PORTLAND, OREGON

August 18, 1986

Date

AUG 20 1986

Date

Gregory Lamont Gudger
SignatureJ. E. Bud Clark
J. E. Bud Clark, MayorGregory Lamont Gudger
Typed Name/Title

Auditor

CompanySarah Newhall
Director, Ofc of Neighborhood Assns2206 N.E. 15th
Address

APPROVED AS TO FORM

Jeffrey L. Rogers
CITY ATTORNEY, *JR*Portland, OR 97212
City State Zip

City Attorney Date

4014
City Business License Number

CITY OF PORTLAND, OREGON

WORKERS' COMPENSATION INSURANCE QUESTIONNAIRE

(To be completed by contractor's representative and attached to each contract, P.O., etc. requiring the performance of labor.)

- 1) Contractor's Name Conexony Gudgez
- 2) Contractor's Representative _____
Signature and Title
- 3) Contract Number or description PROFESSIONAL SERVICES CONTRACT #
- 4) Contractor's business is Crime Prevention Specialist
- 5) Is Contractor employed in any other capacity? Yes ___ No X
- 6) If so, what is that employment? _____
- 7) Is Contractor provided any assistance whatsoever in the performance of its business? Yes ___ No X (For example: volunteer, secretarial, family or bookkeeping help.)
- 8) Is Contractor a sole proprietor at the time this contract is let? Yes X No ___ (All work is performed by the individual contractor without the assistance of others).
- 9) Will Contractor use employees or subcontractors in the performance of this contract? Yes ___ No X
- 10) Does Contractor know that it is responsible for providing workers' compensation insurance if the Contractor ^{uses} ~~has~~ the assistance of others in the performance of its sole proprietorship in any manner, or the Contractor plans to ^{use} ~~employ~~ other individuals to assist in the performance of this contract? Yes X No ___
- 11) If Contractor currently ^{uses} ~~has~~ the assistance of employees, subcontractors, family members, or any other people or plans for such assistance in the performance of this contract, please provide the name of Contractor's workers' compensation insurance carrier in the space provided. N/A

12) If Contractor does not use the assistance of others at the time this contract is let, and if Contractor will not use the assistance of others in the performance of this contract, please circle the appropriate exemption as described below:

I) Contractor's business is organized as a sole proprietorship (all work will be performed by the individual contractor without the assistance of others - no employees or subcontractors.)

II) Contractor's business is organized as a partnership not engaged in work performed in direct connection with the construction alteration, repair, improvement, moving or demolition of an improvement on real property (all work will be performed by the partners themselves without the assistance of others - no employees or subcontractors.)

III) Contractor's business is organized as a corporation (all work will be performed by corporate officers who are also directors of the corporation who have a substantial ownership interest in the corporation.)

IV) Other - describe _____

13) Bureau Representative

Samuel Newhall, Director
Signature and Title

14) Date

8/18/86

ORDINANCE No. 158926

An Ordinance authorizing an agreement between the City of Portland and Gregory Lamont Gudger for a sum not to exceed \$10,639.40 to provide professional services as a Neighborhood Street Crime Prevention Organizer for the Office of Neighborhood Associations and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Street crimes including prostitution, drug dealing, vandalism, and larceny are seriously threatening inner city neighborhoods.
2. Police need extensive citizen cooperation in order to combat these crimes.
3. The Office of Neighborhood Associations has received a Justice Administration Assistance Grant in order to provide a street crime prevention organizer to assist citizens in street crime prevention activities.
4. Funds from this grant are now available as FY 86-87 Grant Carryover.
5. Gregory Lamont Gudger has the skills and capabilities to assist citizens in street crime prevention activities.
6. The Council now desires to enter into a formal agreement with Gregory Lamont Gudger to provide these services.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are authorized to enter into an agreement with Gregory Lamont Gudger to provide \$10,639.40 for professional services in accordance with the guidelines of the Justice Assistance Act grant on file with the City Auditor.
- b. The Mayor and the Auditor are hereby authorized to draw and deliver warrants chargeable to the 1986-87 budget (BUC 34200238) when demand is presented and approved by the proper authorities.

Section 2. The Council declares that an emergency exists because the services are required immediately; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, **AUG 27 1986**

Jewel Lansing

Auditor of the City of Portland

By

Doris E. Oleson

Deputy

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

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Calendar No.

1738

ORDINANCE No. 158526

Title

An Ordinance authorizing an agreement between the City of Portland and Gregory Lamont Gudger for a sum not to exceed \$10,639.40 to provide professional services as a Neighborhood Street Crime Prevention Organizer for the Office of Neighborhood Associations and declaring an emergency.

AUG 22 1986

Filed _____

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By Nancy Dunford
Deputy

INTRODUCED BY

Mayor J.E. Bud Clark

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities

Works

BUREAU APPROVAL

Bureau:

Office of Neighborhood Assns.

Prepared By:

Date:

John Legry

8/22/86

Budget Impact Review:

☒ Completed

☐ Not required

Bureau Head:

Sarah Newhall

CALENDAR

Consent

Regular

NOTED BY

City Attorney

City Auditor

City Engineer