

## PERSONAL SERVICES CONTRACT

THIS CONTRACT, is made and entered into this 22<sup>nd</sup> day of March, 2016, by and between the Portland Housing Center, hereinafter referred to as "CLIENT," whose address is 3233 NE Sandy Blvd, Portland, Oregon 97232, and Economic Consultants Oregon, Ltd., dba ECONorthwest, an Oregon corporation, hereinafter referred to as "ECONW," whose address is 222 SW Columbia Street, Suite 1600, Portland, Oregon, 97201.

CLIENT desires consultations on economic analysis;

CLIENT desires to retain ECONW to provide ongoing advice and assistance as requested;

THEREFORE, it is mutually understood and agreed by CLIENT and ECONW as follows:

### ARTICLE 1. THE SERVICES

A. ECONW shall provide the services described in the Scope of Work, marked Exhibit A and included in this Contract.

B. ECONW and CLIENT shall review Exhibit A on an ongoing basis. Any changes or additions to the scope of services shall be appended to this Contract.

### ARTICLE 2. TIME OF PERFORMANCE

ECONW shall provide CLIENT with timely services, taking into account ECONW's and CLIENT's requirements for meeting professional standards and the Schedule in Exhibit A.

### ARTICLE 3. FEE

A. ECONW shall bill CLIENT on a fixed fee basis, as outlined in Exhibit A. In the event that additional work is requested by client, such work will be performed on a time-and-expenses basis for labor and direct expenses ECONW incurs as follows:

#### LABOR:

Senior Project Director	\$240-250/hr
Project Director	\$150-250/hr
Project Manager	\$130-190/hr
Associate	\$110-120/hr
Senior Analyst	\$95-105/hr
Analyst	\$65-120/hr
Administrative	\$55/hr

EXPENSES: ECONW shall bill CLIENT for direct expenses at cost, including but not limited to, postage, telephone, photocopies, reports, data, computer search, travel, and meals.

B. ECONW reserves the right to increase hourly billing rates for staff annually.

## **ARTICLE 4. PAYMENT**

A. ECONW shall submit to CLIENT a statement detailing the amount due on a monthly basis. CLIENT shall approve the statement or notify ECONW of the reasons for disapproval within five (5) days and, upon approval, shall pay to ECONW the amount in full within thirty (30) days of the date of the statement.

B. ECONW shall assess a finance charge in the amount of one (1) percent per month on unpaid balances which are more than thirty (30) days overdue.

C. If CLIENT has an unpaid balance more than thirty (30) days overdue, ECONW may require a retainer of ten thousand dollars (\$10,000.00), in addition to the balance owed. Said retainer shall be placed in an account under the control of ECONW. ECONW may stop work at any time if CLIENT does not pay the retainer and overdue balance within ten (10) days of the date it is requested. The balance in the account at the time of ECONW's final statement in this matter shall be withdrawn by ECONW and applied to any balance due or past due including any finance charge. If after applying the balance in the retainer account there is still a balance due ECONW, CLIENT shall pay it per paragraph A above. However, if after applying the retainer balance to the final statement, there is still a balance in the retainer account ECONW shall promptly return said balance to CLIENT.

D. If during the course of work ECONW determines the amount in the retainer account is unlikely to approximate the balance due on the final statement, ECONW may require CLIENT to make an additional deposit to the retainer account sufficient to bring the balance up to the level of the expected final statement. ECONW may stop work at any time if CLIENT does not make the additional deposit within ten (10) days of the date it is requested.

E. ECONW shall keep records of time and expenses incurred which shall be available to CLIENT for inspection.

## **ARTICLE 5. INDEPENDENCE OF ECONW**

A. CLIENT and its representatives shall not attempt to prejudice the outcome of the analysis performed by ECONW. The manner and means of conducting the work are specified in the Scope of Work and are under the control of ECONW. The work is subject to the CLIENT's general right of review and supervision.

B. CLIENT and ECONW intend and agree that an independent contractor relationship is created by this contract. No agent or employee of ECONW shall be deemed to be the employee or agent of the CLIENT.

## **ARTICLE 6. PROFESSIONAL STANDARDS**

A. CLIENT shall provide ECONW full information and shall make timely decisions to ensure orderly progress of the project. If CLIENT becomes aware of any error, fault, or defect in the project, CLIENT shall give ECONW prompt written notice.

B. ECONW shall provide CLIENT with timely services taking into account both ECONW's requirements for meeting professional standards and the Schedule.

C. ECONW shall meet or exceed the standard of care, skill, and diligence normally provided by a professional practitioner of economic analysis. Report results are for CLIENT's use only. Any claim of damages arising out of or related to this Contract or the performance of services under this Contract made against ECONW, or any employee, contractor, or affiliate of ECONW, shall be limited to actual out-of-pocket loss, shall not include consequential damages, even if ECONW has been informed or should have known of circumstances which may give rise to consequential damages, and shall not exceed the amount paid by CLIENT to ECONW under this Contract for services rendered by ECONW. Any claim arising out of or related to this Contract or the performance of services under this Contract must be made within twelve (12) months following the first to occur of the termination of this Contract or ECONW's delivery of its final report. Failure to make such a claim within twelve (12) months shall invalidate CLIENT's right to file.

D. Both ECONW and CLIENT realize that the value of economic analysis depends on the quality of the data and assumptions that go into it. ECONW shall describe the sources of information, assumptions, and techniques it uses in its analysis and their limitations. CLIENT shall review the information and ECONW's analysis for reasonableness.

E. The availability and quality of data can have a significant impact on the economic analysis addressed in this Contract. These factors influence the method of analysis, its quality or rigor, and its timeliness. If CLIENT is providing ECONW with the data necessary for the economic analysis that ECONW will perform, CLIENT agrees to provide this data in a timely manner. ECONW shall exercise reasonable efforts to provide its report by the deadline specified by CLIENT. Provided, however, ECONW's ability to provide its report by any specific deadline depends on the quality and the timeliness of data provided by CLIENT to ECONW. If ECONW determines that the data provided by CLIENT is incomplete, unsuitable, or deficient in some other way, ECONW may not complete the analysis requested by CLIENT by the deadline specified by CLIENT. ECONW shall not be responsible for failure to meet timelines under this Contract for reasons beyond its control, including without limitation, the failure of CLIENT to provide sufficient data for the analysis on a timely basis.

## **ARTICLE 7. OWNERSHIP OF MATERIALS AND PRODUCTS**

A. Both CLIENT and ECONW shall have the right to use all data, models, and materials used in the analysis and reports. Notwithstanding the foregoing, certain models and other material used in the analysis and reports may be proprietary to ECONW or to CLIENT, even if developed for the purposes of the analysis and reports.

B. All models and materials that are proprietary to ECONW shall be designated as such in the analysis and reports. ECONW shall retain sole ownership of, and copyright in, its proprietary models and materials, but shall grant to CLIENT a nonexclusive license to use the same solely for the matter that is the subject of the analysis or report.

C. All data or materials that are proprietary to CLIENT shall be designated and clearly marked as such. CLIENT retains sole ownership of, and copyright in, its proprietary data or materials, but shall grant to ECONW a nonexclusive license to use the same solely for the matter that is the subject of the analysis or report. CLIENT may, at its option, require the return or destruction of all copies of proprietary data or materials.

D. Except as provided in Sections 7.A through 7.C above, both CLIENT and ECONW shall retain non-exclusive ownership of those data and other materials used in the analysis that are not in the public domain.

E. All or any part of the analysis or reports produced by ECONW may be published by ECONW in any media or by any means. Final reports produced by ECONW may be published by CLIENT in any media or by any means, provided that all publications include clear and visible notice of copyright by ECONW and provided that any alteration to or omission of any portion of the complete report is approved in writing by ECONW.

F. ECONW, despite other conditions of this provision, shall have the right to utilize the Work Product on its brochures or other literature that it may utilize for its sales and, in addition, unless specifically otherwise exempted, ECONW may use standard line drawings, specifications and calculations on other, unrelated projects.

## **ARTICLE 8. CHANGES TO AND ENFORCEMENT OF CONTRACT**

A. This Contract contains the entire agreement between CLIENT and ECONW, and no previous statements, promises, or inducements made by either party which are not contained in this Contract shall be valid or binding.

B. This Contract may be amended by mutual agreement of ECONW and CLIENT. Any amendments shall be in writing and signed by representatives of both CLIENT and ECONW.

C. Additional services requested by CLIENT but not included in the Scope of Work shall be invoiced on a time-and-materials basis per Article 3.

D. **ASSIGNMENT:** The Contract shall be binding upon the heirs, successors, and successor organizations of the parties, provided that neither party may assign or transfer their interest in the Contract without the express written consent of the other party.

E. **SEVERABILITY:** If any of the provisions of the Contract are held unenforceable or invalid by any court of competent jurisdiction, such holding shall not render unenforceable or invalidate any other provisions.

F. **WAIVER:** Failure of either party to enforce any provision of the Contract does not constitute a waiver of any other provision.

## **ARTICLE 9. TERM OF CONTRACT**

A. The Contract is effective upon the date executed by both parties, provided CLIENT executes and returns Contract within twenty-one (21) days of ECONW's execution. The Contract continues in full force and effect, unless earlier terminated, in accordance with the Schedule in Exhibit A.

B. **TERMINATION FOR CAUSE:** If either ECONW or CLIENT breaches this Contract, the other party shall have the right to terminate the Contract by giving at least ten (10) days written notice of intent to terminate, specifying the reason and effective termination date.

ECONW shall receive compensation as specified in Articles 3 and 4 for all work completed up to the effective date of the termination.

C. **TERMINATION FOR OTHER REASONS:** Either party may terminate the Contract by giving at least thirty (30) days written notice of intent to terminate, specifying the reason and effective termination date. ECONW shall receive compensation as specified in Articles 3 and 4 for all work completed up to the effective date of the termination.

D. **TERMINATION DUE TO IRRECONCILABLE DIFFERENCES:** Either party may terminate this Contract immediately by delivering written notice of termination to the other party if, in the reasonable judgment of the terminating party, irreconcilable differences have developed in the professional relationship among the parties that would make continued work under this Contract untenable. ECONW shall receive compensation as specified in Articles 3 and 4 for all work completed up to the effective date of the termination.

## **ARTICLE 10. DISPUTES**

A. Any controversy or claim arising out of or related to this Contract or breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in a court in the county in which the arbitration occurs. The resolution of the disputed matter as determined by the arbitrator shall be binding on the parties.

B. In the event arbitration, suit, or action is instituted to interpret or enforce the provisions of this Contract or otherwise with respect to this Contract, the party prevailing on an issue shall be entitled to recover with respect to such issue reasonable attorney fees incurred as determined by the arbitrator or trial court, and if any appeal is taken, from such decision, reasonable attorney fees as determined on appeal.

## **ARTICLE 11. EQUAL OPPORTUNITY**

A. ECONW shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented in Department of Labor regulations.

B. ECONW shall not discriminate against any employee or applicant for employment on the grounds of to race, color, gender, sexual orientation, national origin, religion, marital status, age, prior industrial injury, or mental/physical disability unrelated to job performance.

C. ECONW shall cooperate with CLIENT to meet CLIENT's commitments and goals regarding utilization of minority, disadvantaged, and women-owned business enterprises.

## **ARTICLE 12. GOVERNING LAW**

ECONW agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to this Contract. The Contract shall be governed by and enforced in accordance with the laws of the State of Oregon.

### **ARTICLE 13. NO THIRD PARTY BENEFICIARIES**

Nothing in this Contract, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Contract, any right, remedy, or claim under it or with respect to this Contract.

### **ARTICLE 14. CONFIDENTIALITY**

A. ECONW recognizes that in performing services for CLIENT it may acquire knowledge which CLIENT may consider proprietary. ECONW shall take every reasonable precaution to protect such information from disclosure.

B. Analysis prepared by ECONW in accordance with this Contract shall be confidential, unless or until the analysis enters the public domain.

### **ARTICLE 15. NOTICES**

A. Any notice required or permitted by the terms of this Contract, including without limitation monthly statements, shall be deemed given if delivered personally to the party to be notified or sent by United States mail, postage prepaid, and addressed as follows:

If to CLIENT:           Portland Housing Center  
                                   Attn: Peg Malloy  
                                   3233 NE Sandy Blvd.  
                                   Portland, OR 97232  
                                   Email: petm@portlandhousingcenter.org  
                                   Phone: 503-797-4011

If to ECONW:           ECONorthwest  
                                   Attn: Cindy O'Connell  
                                   222 SW Columbia Street, Ste. 1600  
                                   Portland, OR 97201  
                                   Email: oconnell@econw.com  
                                   Phone: 503.222.6060  
                                   Fax: 503.222.1504

B. Or such other addresses as may be designated by either party by written notice to the other. Except as otherwise provided in this Contract, every notice, demand, request, or other communication shall be deemed to have been given or served on actual receipt or if mailed, three (3) days after such notice is deposited in the United States Postal System.

C. Notwithstanding anything in this section to the contrary, any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Contract or this section shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first hereinabove written.

**ECONORTHWEST****PORTLAND HOUSING CENTER**

BY: \_\_\_\_\_

BY: Peg Malloy

PRINT NAME: \_\_\_\_\_

PRINT NAME: Peg Malloy

DATE: \_\_\_\_\_

DATE: March 23, 2016

**EXHIBIT A**  
**SCOPE OF WORK**



DATE: March 18, 2016  
TO: Peg Malloy, Portland Housing Center  
FROM: Lorelei Juntunen, Mike Wilkerson, and Lizzie Gooding  
SUBJECT: PORTLAND HOUSING CENTER HOUSING AFFORDABILITY TOOL

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## Project Understanding

The Portland Housing Center (PHC) has asked ECONorthwest to assist with the creation of a housing affordability tool to assess and spread awareness of housing affordability issues in the Portland Metro area and celebrate the organization's 25th anniversary. The goal of the project is to allow users to explore housing affordability in order to better understand the Portland Region's housing challenges and how they have changed and will change over time and geography. The product of this project will be an interactive, web-based mapping tool to be linked to the Center's website consisting of three maps: home ownership rates, resident displacement vulnerability, and single-family affordability.

## Approach

ECONorthwest will work with PHC's Executive Director, Peg Malloy, as well as other PHC staff to create an interactive mapping tool showing housing affordability within the Portland Region from 2000 to 2020 (where data availability allows) to include three separate pages of the following maps:

- Home ownership rates in 2000 and 2005 to 2014 from the US Census. ECONorthwest will project home ownership forward to 2020.
- An index measuring vulnerability to displacement in 2000 and 2005 to 2014 based on the Portland Gentrification and Displacement Study's methodology and data from the US Census. The index is composed of the following demographic factors: racial/ethnic composition, educational attainment, tenure, and household income. ECONorthwest will project vulnerability from 2016 to 2020.
- Single-family affordability from 2000 to 2015 and projected affordability from 2016 to 2020 measured as the percentage of regional median family income spent on housing (see Exhibit 1). Housing data will come from Metro RLIS and median family income will come from the Department of Housing and Urban Development's estimates for the Portland-Vancouver-Hillsboro OR-WA MSA.

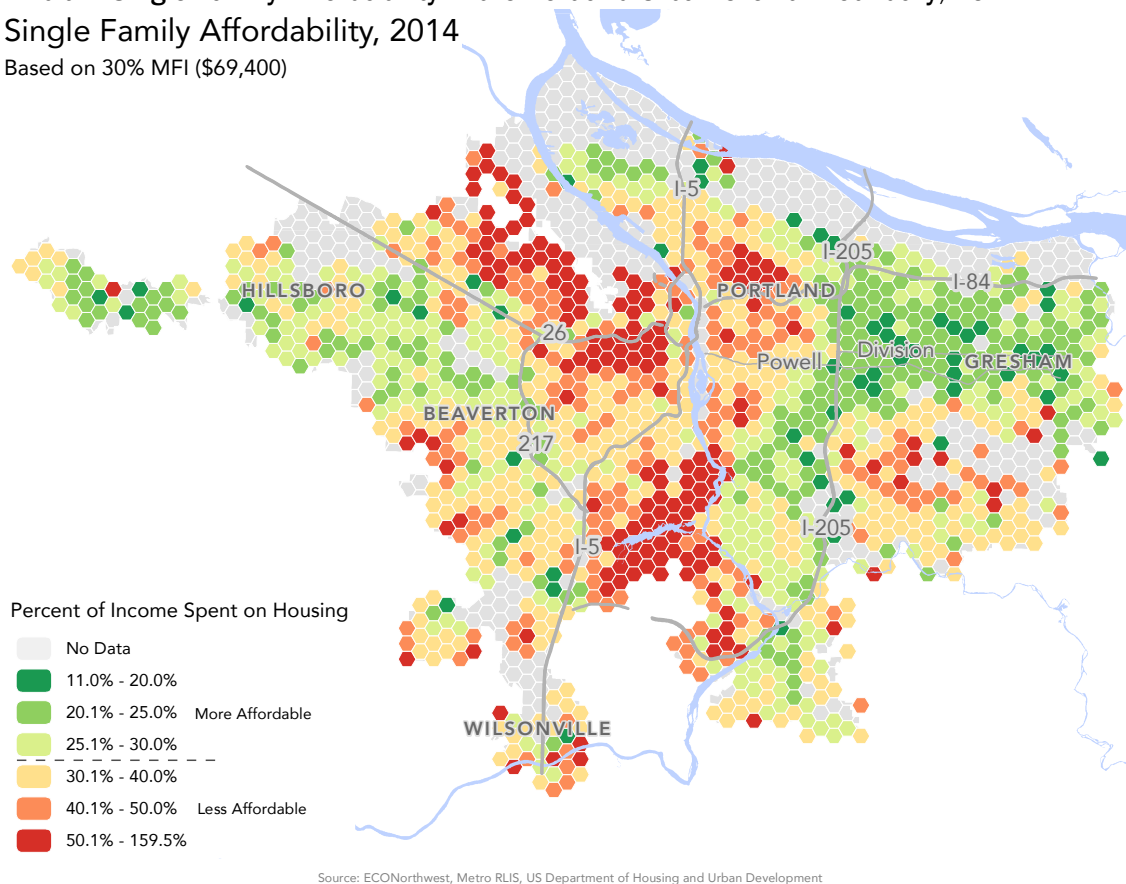
All projections will be calculated as a simple year over year change applied five years into the future. All data will be aggregated to hex bin geographies and emulate the cartography and design aesthetic of Exhibit 1. The tool will allow users to:

- Hover over any data point and see its value
- "Play" through all available years to see change over time
- Switch between available years to examine specific points in time

## Exhibit 1. Single Family Affordability in the Portland Urban Growth Boundary, 2014

### Single Family Affordability, 2014

Based on 30% MFI (\$69,400)



ECONorthwest will develop and host the tool on Mapbox, a web mapping service, and take full responsibility for managing and paying any monthly fees associated with the service. ECONorthwest will work with PHC to set up the tool on their website and provide any necessary technical assistance. Finally, ECONorthwest will provide PHC with a methodology memorandum outlining project assumptions and methods.

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## Scope

The tasks below outline ECONorthwest's expected process for creating the housing affordability tool:

### Task 1: Methodology Development

ECONorthwest will develop a memo that outlines the assumptions, definitions, data sources, and technical methods that will be used to create the tool. All data will come either from publically available sources or from ECONorthwest's housing database and Metro RLIS subscription. The Portland Gentrification and Displacement Study will inform the vulnerability index methodology.

Products: Methodology Memo  
Meetings: Phone call with client to review  
Budget: \$1,000  
Schedule: April 1, 2016

### Task 2: Data analysis

ECONorthwest will gather and analyze data over the 2000 to 2015 period for the three map products listed in the approach. We will also project affordability forward to 2020. When possible, this analysis will be done programmatically to allow for increased efficiency and replicability. There is no product for this task; it serves as a direct input to task 3 and the final tool.

Products: None  
Meetings: None  
Budget: \$3,500  
Schedule: April 15, 2016

### Task 3: Web development

ECONorthwest will visualize the data from task 2 using open source tools including but not limited to Mapbox. When possible, this visualization will be done programmatically to allow for increased efficiency and replicability. The product of this task will be a prototype of the three maps described in the approach for the client to review. Once the client has reviewed and approved the prototype, ECONorthwest will make any final changes to the design and functionality of the tool.

Products: Tool prototype  
Meetings: In person  
Budget: \$4,000 for prototype, \$1,000 for review  
Schedule: Prototype to be presented during in-person meeting on April 27<sup>th</sup>, final changes by May 2<sup>nd</sup>

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## Task 4: Web implementation

ECONorthwest will assist PHC in hosting the tool on their website and will work directly with staff to ensure it is in the appropriate format.

Products: Fully functional web tool on PHC website  
Meetings: As needed with IT staff at PHC  
Budget: \$500  
Schedule: By May 6, 2016

## Summary of Schedule and Budget

The project is expected to run from the middle of March, 2016 through May, 2016. Research and analytical work will be mostly completed by mid April. Visualization will mostly be completed by the end of April (see below). A proposed budget is listed above and is not to exceed a fixed fee of \$10,000.

