

12647
CONTRACT FOR SERVICES
BY AND BETWEEN
CITY OF PORTLAND
AND
PORTLAND DEVELOPMENT COMMISSION

0-32-10A

as of the
THIS AGREEMENT entered into ~~this~~ 5th day of September,
1969, by and between the CITY OF PORTLAND, herein referred
to as the "City", and the PORTLAND DEVELOPMENT COMMISSION,
herein referred to as the "Agency".

W I T N E S S E T H:

That whereas the City has entered into a contract with the
United States of America for a grant to conduct a comprehensive
city demonstration program for a certain area (herein referred to
as the Model Neighborhood Area) pursuant to Title I of the Demonstration
Cities and Metropolitan Development Act of 1966, and

WHEREAS the City desires to engage the Agency to render
certain services in connection therewith; now, therefore, the parties
hereto do mutually agree as follows:

I. Scope of Services: The Agency shall perform all services
necessary the the provisions of this contract and shall perform and
carry out in a satisfactory and proper manner the following:

a. The duties of the Agency as described in Exhibit A and Exhibit B of this Agreement, except the changes shown in b. hereof.

b. 3.121(6) at B, 4. shall read: To prepare plans and proposals for the development of commercial and other non-residential areas not specifically related to individual neighborhoods and therefore not a part of individual Neighborhood Development Plans.

5. To participate in coordination and supervision of the technical development of individual neighborhood plans.

6. To conduct surveys and studies for areawide information not otherwise available or provided for.

At D, Administration and Organization, sentence 2 shall read: The City Planning Commission will provide the professional competence to achieve technically sound plans and assure that such plans are fully compatible with plans for the remainder of the City.

c. The budget items at 3.121(4) in Exhibit A are to be considered a guide only and the Agency is not confined to the line items contained therein. The items at 2, CRAG

Data Bank and Portland City Planning Commission, totalling \$71,882 shall not be performed by the Agency, shall be considered excluded from the budget, and are not part of the Agency's obligation hereunder.

II. Other Services: The City through its City Planning Commission shall perform all services necessary under the provisions of this contract and shall perform and carry out in a satisfactory and proper manner the following:

a. Those obligations, described in Exhibit A and B as amended by I, b. above, which are therein assigned as duties of the City Planning Commission.

III. Labor Standards: The Agency shall in its performance of its duties under this Agreement, comply with the provisions of Exhibit C hereof.

IV. Time of Performance: The services of the Agency are to be commenced as soon as practical after the execution of this contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this contract, but in any event, all of the services required hereunder shall be completed within 365 consecutive calendar days from the date of this contract.

V. Compensation and Method of Payment: The Agency shall be reimbursed by the City for their full costs for performance hereunder, said full costs not to exceed the sum of \$109,892.00

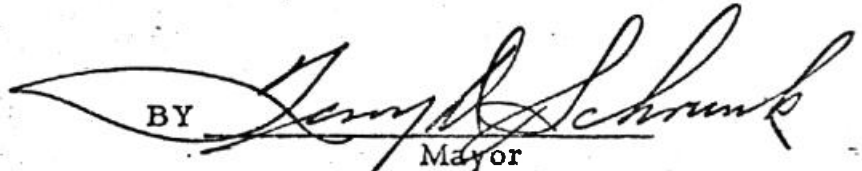
a. Such amounts as may become due to the Agency by the City because of this contract shall be paid on a monthly basis upon receipt by the City of a requisition for payment from the Agency.

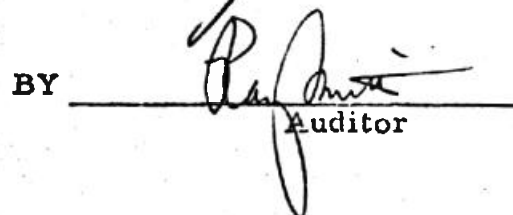
b. A requisition shall specify that the work for which payment is requested has been completed in conformance with this contract, shall contain a brief and simple outline of the work accomplished, and shall state that the Agency is entitled to receive compensation therefor.

c. The sum of money \$109,892.00 is recognized by the parties hereto as insufficient to accomplish the goals stated, and this sum is intended only as start of physical planning and other activities described. Should the parties hereto expect that further funding will be delayed, the parties shall act to minimize the risk of the need to terminate employees because of such a delay. Such acts can include use of personnel in other Model Cities activities, limiting initial hiring, limiting the scope of activities, and reducing the rate of expenditure, while further funding sources are located.

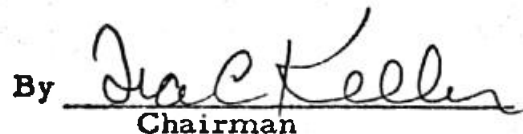
IN WITNESS WHEREOF the City of Portland and the
Portland Development Commission have executed this Agreement
as of the date first above written, the City acting pursuant to
Ordinance No. 129773.

CITY OF PORTLAND

BY 
Mayor

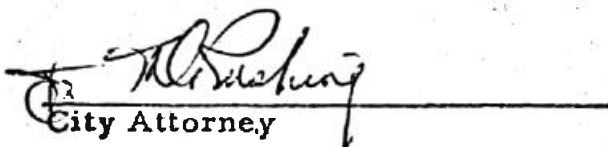
BY 
Auditor

PORTLAND DEVELOPMENT COMMISSION

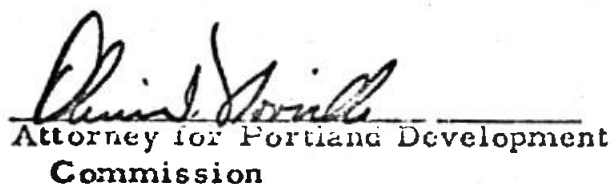
By 
Chairman

BY 
Executive Director

FIRST APPROVED AS TO
LEGAL FORM AND ADEQUACY


City Attorney

FIRST APPROVED AS TO
LEGAL FORM AND ADEQUACY


Attorney for Portland Development
Commission

3.120

PHYSICAL PLANNING AND ENVIRONMENT

3.120 Introduction

The initial approach in the physical planning and environment proposals is to develop a strong physical planning effort for the Model Cities Area and for the neighborhoods within the area. At the same time, some specific actions to improve the physical environment and to provide needed facilities will be put into action. The four proposals involved are Physical Planning, Neighborhood Development Program (NDP), Relocation Study Program, and Multi-Service Center.

The Physical Planning proposal is designed to provide for the development of a more comprehensive plan for the Model Neighborhood and to fill the void between the beginning of the First-Year Action Programs and the anticipated funding of the NDP.

The NDP will dovetail into the initial efforts described in the Housing component (3.80) and will utilize the information and efforts of the Physical Planning proposal.

Since little displacement is anticipated during the first year as a result of action programs, the Relocation Study Program is proposed.

Soon after the action year begins, an application will be made for a Neighborhood Facilities Grant to construct a facility to house the Multi-Service Center functions. The decision on location, space needs, and related costs must be developed as soon as possible so that construction can begin during the first action year. The proposal (3.125) gives some suggestions on costs and space needs, but refinements are needed before an application can be submitted.

3.121 Planning Proposal (Comprehensive and Pre-NDP Neighborhood Planning)

A. Purpose and Beneficiaries

A separate proposal for physical planning is needed (1) in order to develop a more detailed and comprehensive plan for the Model Neighborhood and, (2) in order to begin neighborhood planning during the time lag between the funding of the Model Cities Program and the start of the Neighborhood Development Program (NDP) which it is estimated will be approximately six months after the commencement of the Model Cities Program. The specific purpose of this proposal is to obtain an overall physical plan and to begin the development of essential elements in the planning process which can be dovetailed into the NDP proposal which will contain the neighborhood planning program.

B. Scope and Content

In preparing a more comprehensive physical plan for the Model Neighborhood and in anticipation of NDP funding, several key elements will be initiated in this proposal. These include:

1. Development of the more comprehensive plan by a review of the existing Comprehensive Plan for the Model Neighborhood as it relates to the goals and programs proposed in the Model Cities Program and incorporating the ideas and information obtained from the Citizens' Planning Board, the neighborhood groups and the residents of the area.

2. Establishment of information centers and hiring of information specialists and community workers. It is intended that four such centers be established, with an information specialist, plus up to ten community workers for each of the eight neighborhoods.

3. The formation of neighborhood organizations to be recognized by the Model Cities Planning Board as the citizens' group in each neighborhood responsible for planning.

4. Identification of data resources needed to undertake NDP planning and a beginning made in collecting available data and developing data that are not available, via surveys, etc. The community workers and information specialists will provide support for this effort.

5. Setting up a data bank for purposes of providing a centralized means of data gathering, storage, and retrieval.

6. As citizen groups form, planning assistants will be assigned to work with them in initiating the planning process.

All of these activities will be initially funded with supplemental funds. When NDP is funded, all eligible staff and functions described will be shifted to that program.

C. Timetable

First through Third Months: Commence work on comprehensive plan; hire and assign information specialists and community workers; establish information centers.

First through Sixth Months: Initiate formation of citizen organizations recognized by the Model Cities Planning Board; select and assign planning assistants; identify and collect data and information required for NDP planning.

Third through Sixth Months: Staff and functions funded through NDP as soon as those program funds are available.

D. Administration and Organization

The initial effort to set up a structure for planning in the Model Neighborhood will be administered by the Model Cities Agency working with the Citizens' Planning Board and the neighborhood organizations as they are formed, in cooperation with the City Planning Commission and the Portland Development Commission. The City Planning Commission will be utilized for purposes of the development of the Comprehensive Plan. The Development Commission will be utilized to provide technical

assistance in preparing neighborhood programs which are intended to become a part of the NDP.

E. Evaluation

The success of this effort will be measured by the progress made in developing a more comprehensive plan for the Model Neighborhood in accordance with the needs and desires of the community, and by the adequacy of the advance work done in anticipation of NDP and how well these efforts dovetail.

F. Citizen Participation

The citizenry will be intimately involved in all phases of this interim planning proposal - as staff, as members of the neighborhood organizations, and as participants in efforts to collect adequate and comparable data for each of the neighborhoods.

PLANNING PROPOSAL

(Comprehensive and Pre-NDP Neighborhood Planning)

BUDGET1. Personnel

Planning Assistants (4 @ \$9,600 for 5 months) \$ 16,000

Information Specialists (4 @ \$7,800 for 5 months)

(4 @ \$7,800 for 4 months) 23,400

Community workers (80 @ \$80/month X 4 mos.) 25,600

Secretaries (2 @ \$5,124 for 6 months) 5,124

Secretary-Trainees (2 @ \$3,960 for 6 mos.) 3,960

Sub Total

\$74,084

Employee Benefits @ 10%

7,408

TOTAL

\$81,492

2. Consultants and Contract Services

CRAG Data Bank \$12,500

Portland City Planning Commission (Comprehensive
Physical Planning - See Addendum Attached) 59,382

TOTAL

\$71,862

3. Travel

Local (40,000 miles @ 10¢ per mile) \$ 4,000

Out-of-City 500

TOTAL

\$ 4,500

4. SpaceCenter Rental (8,000 sq. ft. @ 30¢/month X 5 mos.
including renovation)

TOTAL

\$12,000

PLANNING PROPOSAL

(Comprehensive and Pre-NDP Neighborhood Planning)

5. Supplies

Publications	\$ 700
Postage and Supplies	<u>1,200</u>

TOTAL

\$ 1,900

6. Equipment

Office Furniture	\$4,000
Office Equipment	2,000
Telephone and Telegraph	<u>4,000</u>

TOTAL

\$10,000

TOTAL BUDGET

\$181,774BUDGET RECAPITULATION

Personnel	\$81,492
Consultant and Contract Services	71,882
Travel	4,500
Space	12,000
Supplies	1,900
Equipment	<u>10,000</u>

TOTAL

\$181,774

ADDENDUM

A. Purpose and Beneficiaries

The purpose of this project is to develop a comprehensive physical development plan for the overall Model Cities area. This will be a plan that merges and interrelates the individual neighborhood plans in to a total coordinated plan for the area.

Specifically it will address itself to area-wide circulation, broad patterns of land use, population densities, neighborhood deliniation, community, and service and shopping facilities not specifically related to individual neighborhoods. The plan shall be developed only with the consent and coordination of the Citizens Planning Board and will provide the Board and the citizens of Model Cities with the necessary physical plan framework to guide their consideration of individual problems related to physical change and development.

B. Scope and Content

1. To assist in the identification of data resources needed for comprehensive physical planning and proposed for initial gathering under the Interim Planning proposal.

2. To utilize and assist with the continued development of the Model Cities data bank.

3. To initiate area-wide planning on land use, Traffic circulation, population densities, public facilities, and neighborhood deliniation.

4. To initiate detailed plans and proposals for the development of commercial and other non residential areas not specifically related to individual neighborhoods and therefore not a part of individual neighborhood plans.

5. To provide coordination and supervision over the technical development of individual neighborhood plans.

6. To conduct surveys and studies of area-wide information not otherwise available or provided for.

C. Timeline

1st and 2nd Months - Recruitment of professional and technical staff. Advise on the organization of the Model Cities data base. Establish priorities.

Deliniate neighborhoods.

3rd to 6th Months - Formulate major decisions on land use, circulation and community facilities. Provide continuing advice to the Citizens Planning Board on physical development problems. Screen qualified consultants or staff for neighborhood planning to begin upon initiation of NDP.

7th to 12th Months - Complete area-wide comprehensive plan. Choose with the Portland Development Commission, Citizens Planning Board and each neighborhood organization, the consultants or staff to develop neighborhood plans. Provide technical supervision and coordination over neighborhood plan development. Develop detailed plans for areas not specifically related to any individual neighborhood.

D. Administration and Organization

The Technical planning work called for in this proposal will be provided by the City Planning Commission and its staff reporting to the Citizens Planning Board through the Model Cities Planning Coordinator. The Citizens Planning Board will provide the professional competence to achieve technically sound plans and assure that such plans are full compatible with plans

for the remainder of the City. All Model Cities plans so prepared shall be submitted to the Citizens Planning Board for their approval, modification, or rejection.

E. Evaluation

The Model Cities information and evaluation unit will design and implement an evaluation system for this project. Actual evaluation may be done by this unit or by an outside contractor.

F. Citizen Participation

No plans will be developed without the consent and endorsement of the Citizens Planning Board and neighborhood organizations as deemed appropriate by the Board. There will be an extensive network of community workers, information specialists, and planning assistants to aid the Citizens Planning Board by providing planning information and in obtaining and disseminating the views of the local residents.

Budget

1. Personnel

City Planner (2 @ \$10,234)	\$20,468	
Assistant Planner (2 @ \$8,091)	16,182	
Planning Aide (@ \$6,365)	6,365	
Stenographer Clerk (@ \$4,514)	<u>4,514</u>	
SUB TOTAL		\$47,529
Employee Benefits @ 10%		<u>4,753</u>
TOTAL		\$52,282

2. Travel

Local (6,000 miles @ 10¢ per mile)	600	
Out-of-City	<u>500</u>	
TOTAL		1,100

3. Supplies

Publications	1,000	
Blueprints and Photography	2,000	
Supplies and Postage	<u>1,500</u>	
TOTAL		4,500

4. Equipment

Office Equipment		<u>1,500</u>
TOTAL BUDGET		\$59,382

BUDGET RECAPITULATION

Personnel	\$52,282
Travel	1,100
Supplies	4,500
Equipment	<u>1,500</u>
TOTAL	\$59,382

RECOMMENDATIONS of the Evaluation Committee to the Citizens' Planning Board on: (1) Designation of Neighborhood Planning Areas; (2) Establishment of Neighborhood Development Program (NDP) Site Offices; and, (3) Procedure for Operating NDP activities in the Model Cities Area:

1. That the four areas delineated on the attached map be approved as the CPB-recognized Neighborhood Planning Areas under the Neighborhood Development Program (NDP).
2. That Neighborhood Organizations, if not already in existence and recognized by the CPB, be established in each of the four Neighborhood Planning Areas, according to the wishes of the residents of the Areas and as many as the Board will recognize.
3. That NDP Site Offices be established by the Portland Development Commission in each of the four Neighborhood Planning Areas, in accordance with Model Cities Program Proposal 3.121 providing for four Information Centers, in facilities of suitable size and quality to serve as site offices for activities to be carried out under the NDP and other appropriate purposes. The Portland Development Commission shall consult with representatives of the CPB with respect to specific locations for NDP Site Offices, and thereafter establish and staff such offices at the earliest possible date. Personnel shall be recruited for each Site Office and training provided to enable staff to carry out their responsibilities. Recruiting of Site Office Personnel, to the fullest extent practicable, shall be carried out in the Model Neighborhood.
4. That a qualified and acceptable planning consultant be selected for each Neighborhood Planning Area to work with the Recognized Neighborhood Organizations in developing a Neighborhood Improvement Plan

(Amended 7/10/69)

for each area. Consideration shall be given to retaining a planning consultant who is an expert in commercial area planning to study the special problems of the strip commercial and industrial areas within the Model Neighborhood and the needs of each of the four Neighborhood Planning Areas for commercial and service facilities, and to develop a program for improvement of existing commercial and industrial areas or provision of new commercial and service facilities to meet the needs of the Model Neighborhood.

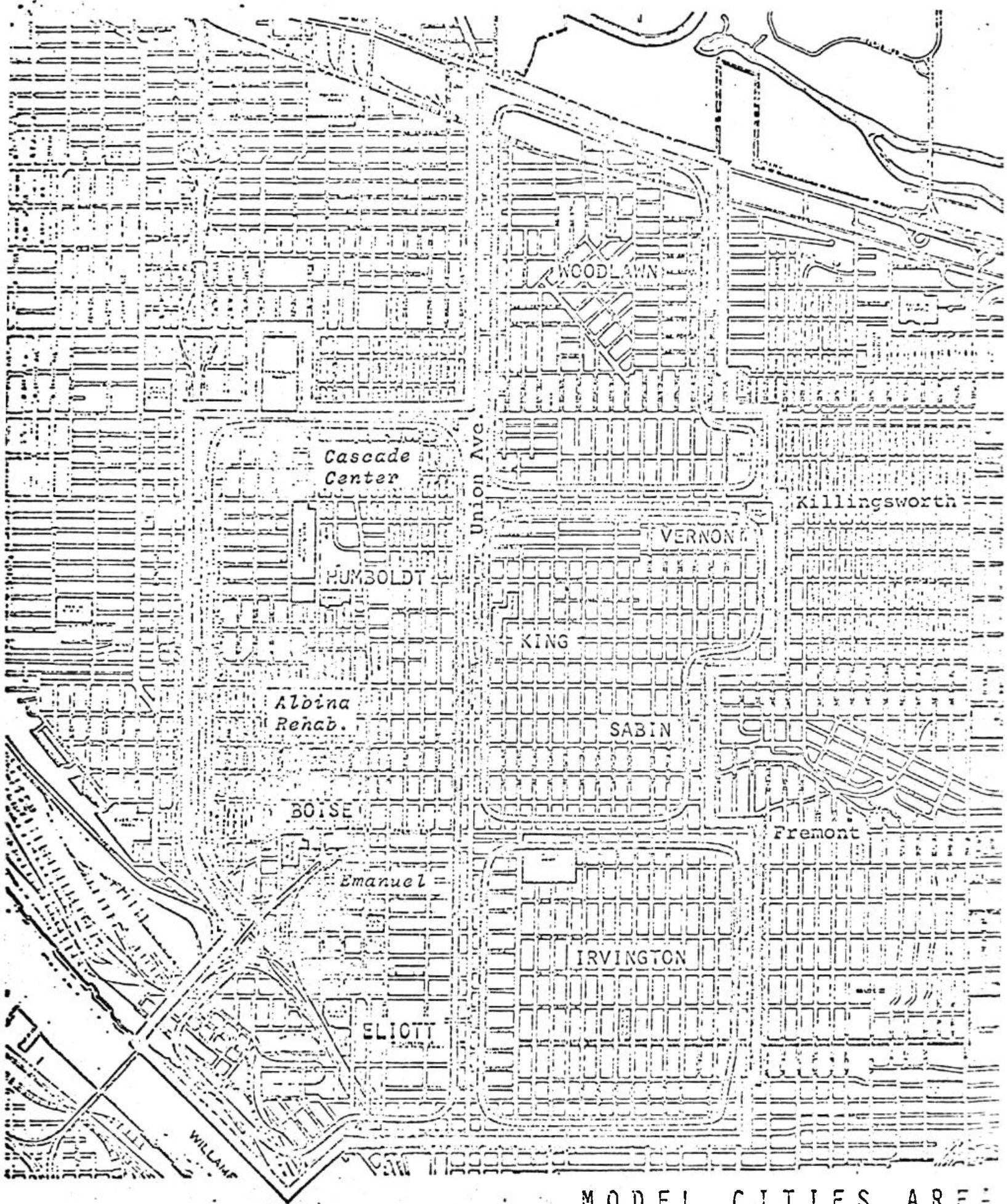
5. That the City Planning Commission be requested to furnish necessary planning assistance to coordinate and provide technical advice on the relationship of the planning being done in the Neighborhood Planning Areas to the City's Comprehensive Development Plan of the City and the effect of neighborhood planning on areas immediately adjacent to Model Cities boundaries. Such staff assistance shall include providing liaison between the Neighborhood Organizations and City Bureaus and Agencies in matters of physical improvement and development within the Model Neighborhood, and securing technical assistance from such Agencies to the Neighborhood Organizations and planning consultants as required during the development of neighborhood improvement plans.
6. That the NDP Site Offices be financially supported in the following manner:
 - a. If one or more Site Offices can be established prior to approval of the Model Cities Program and availability of Model Cities Supplemental Funds, the Development Commission

(Amended 7/10/69)

be petitioned to establish and staff such Office or Offices at Commission expense until Supplemental Funds become available.

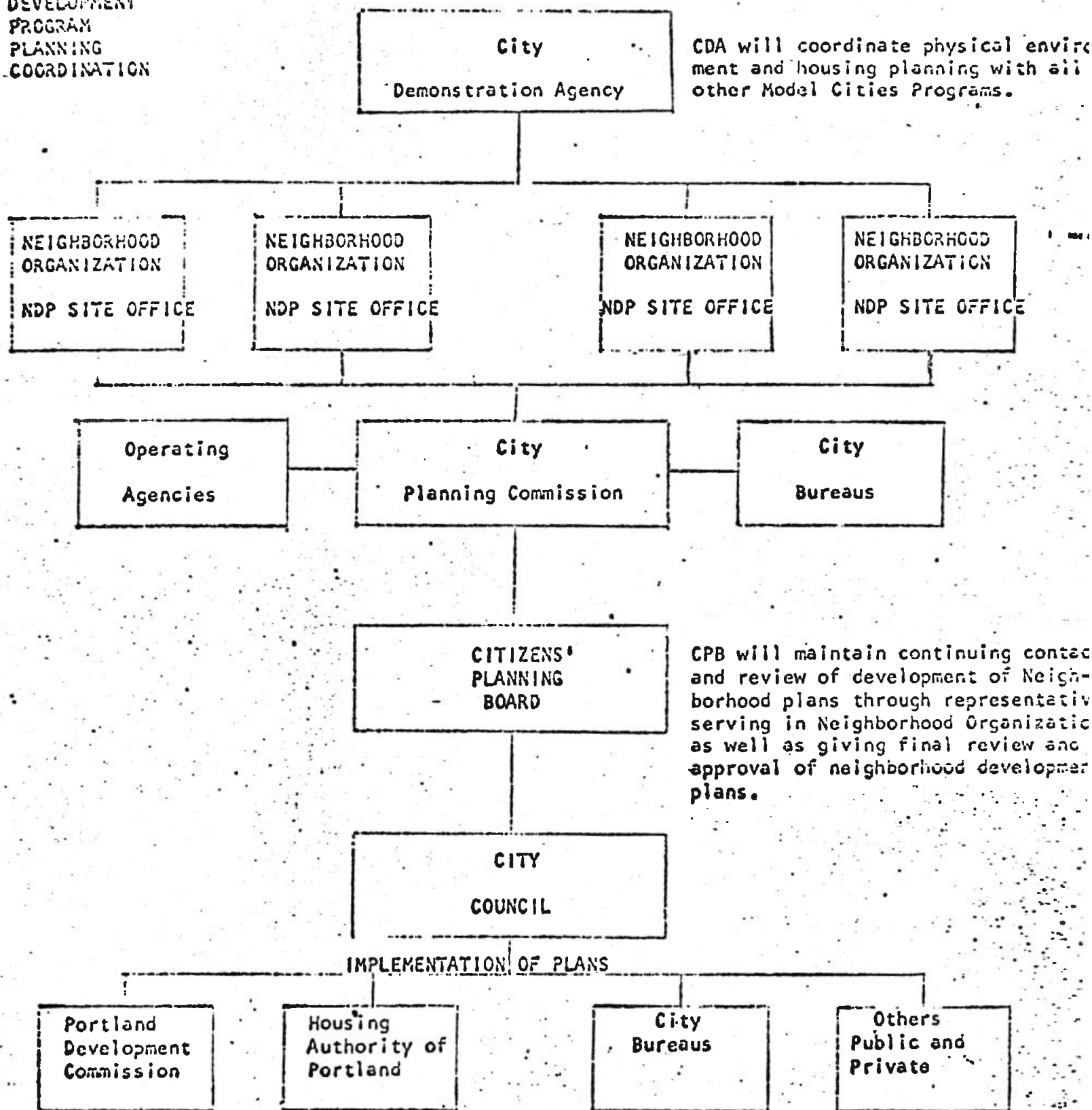
- b. When Supplemental Funds become available, the City Demonstration Agency enter into a contract with the Portland Development Commission to complete the establishment and staffing of the NDP Site Offices and operate all Site Offices with Model Cities Supplemental Funds, as provided in Section 3.121 Pre-NDP Planning Proposal, until the NDP becomes operative.
 - c. Upon approval and funding of an NDP for the Model Neighborhood, the Portland Development Commission continue to operate the NDP Site Offices as an NDP expense.
7. That coordination and approval of neighborhood planning within the Model Cities Area be accomplished as suggested on the attached diagram.

6/27/69



MODEL CITIES AREA
AND SUGGESTED SUBDIVISION
FOR PLANNING PURPOSES

NEIGHBORHOOD
DEVELOPMENT
PROGRAM
PLANNING
COORDINATION



6/27/59

LABOR STANDARDS PROVISIONS

1. OPPORTUNITIES FOR RESIDENTS

In all work made possible or resulting from this Contract, affirmative action will be taken to ensure that residents of the model neighborhood area are given maximum opportunity for training and employment and that business concerns located in or owned in substantial part by residents of the model neighborhood are to the greatest extent feasible, awarded contracts.

2. EQUAL OPPORTUNITY

A. 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 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 has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, 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 of September 24, 1965, and of 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 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access

to his books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said 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 contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order 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) above and paragraph B below 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 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as 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 HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Non-Segregated Facilities. The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

3. SPECIAL USE OF TERM

Notwithstanding Section 100 of the Grant Agreement and Section 100 of the Supplementary General Conditions, the term "Contractor" may include an "Operating Agency" as defined in the Grant Agreement and an "Agency" as defined in the Supplementary General Conditions.

MODEL CITIES ADMINISTRATION
SUPPLEMENTARY GENERAL CONDITIONS
FOR CONTRACTS WITH OPERATING AGENCIES AND CONTRACTORS*

The following conditions take precedence over any conflicting conditions in the Contract:

SEC. 1. Restriction on Disbursements. -- No money under this Contract shall be disbursed by the Agency to any contractor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the contractor is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable.]**

SEC. 100. Definitions. -- As used in this Contract:

(A) Agency means an entity, whether public or private, which has the responsibility for administering a project or activity.

(B) Area means the model neighborhood designated in the Program.

(C) Contractor means an entity, other than an Agency (except as noted in the Labor Standards Provisions) that furnishes to the City or to an Agency services or supplies (other than standard commercial supplies, office space or printing services).

(D) HUD means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.

(E) Program means the Comprehensive Demonstration Program approved by HUD as the same may from time to time be amended.

SEC. 101. Records. --

(A) Establishment and Maintenance of Records. -- Records shall be maintained in accordance with requirements prescribed by HUD or the City with respect to all matters covered by this Contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of three years after receipt of the final payment under this Contract.

(B) Documentation of Costs. -- All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

* The conditions must be incorporated in (1) City contracts with operating agencies, (2) City contracts with contractors, (3) Operating agency contracts with contractors.

** The bracketed material should be deleted in contracts with contractors.

SEC. 102. Reports and Information. -- At such times and in such forms as HUD or the City may require, there shall be furnished to HUD or the City such statements, records, reports, data and information, as HUD or the City may request pertaining to matters covered by this Contract.

SEC. 103. Audits and Inspections. -- At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Contract and will permit the City, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

SEC. 104. HUD Requirements. -- Unearned payments under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time; or if the grant to the City under Title I of the Demonstration Cities and Metropolitan Development Act of 1966 is suspended or terminated.

SEC. 105. Conflict of Interest. --

(A) Interest of Members of City. -- No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Contract; and the Agency shall take appropriate steps to assure compliance.

(B) [The Agency agrees that it will incorporate into every contract required to be in writing the following provision:]*

Interest of Contractor and Employees. -- The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Model Neighborhood Area or any parcels therein, which would conflict in any manner or degree with the performance of his services hereunder. The Contract further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Agency and the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

* The bracketed material should be deleted in contracts with contractors.

SEC. 106. Opportunities for Residents. -- In all work made possible by or resulting from this Contract, affirmative action will be taken to ensure that residents of the model neighborhood area are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the model neighborhood are to the greatest extent feasible, awarded contracts.

SEC. 107. Discrimination Prohibited. --

(A) In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, and (2) affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement shall apply to but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(B) No person in the United States shall, on the ground of race, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The Agency and each employer will comply with all requirements imposed by or pursuant to the regulations of HUD effectuating Title VI of the Civil Rights Act of 1964.

[(C) The Agency hereby agrees that it will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Contract, the equal opportunity clause which is a part of the labor standard provisions attached hereto.

The Agency further agrees that it will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60 with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Agency so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency agrees that it will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish HUD and the Secretary

of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist HUD in the discharge of its primary responsibility for securing compliance.

The Agency further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Terminate or suspend in whole or in part this Contract; refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Agency; and refer the case to the Department of Justice for appropriate legal proceedings.

SEC. 108. Labor Standards. -- There shall be included in all construction contracts, made possible by or resulting from this Contract, with private entities the applicable labor standards provisions, if the work being carried on is not otherwise subject to provision of Federal law imposing labor standards on federally assisted construction and in the case of residential projects if the project is designed for the residential use of eight or more families.**

SEC. 109. Copyrights. -- If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

SEC. 110. Patents. -- Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SEC. 111. Political Activity Prohibited. -- None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

SEC. 112. Lobbying Prohibited. -- None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

** The bracketed material shall be deleted in contracts involving construction, rehabilitation, alteration or repair work with private entities. The attached labor standards provisions shall be inserted in lieu of Sections 107 and 108. In contracts for such work with public entities, only sections 1 - 3 of the labor standard provisions should be included.

AUDITOR OF THE CITY OF PORTLAND

PORTLAND, OREGON 97204

ROOM 303
CITY HALL

COPY CERTIFICATE

STATE OF OREGON,
County of Multnomah,
CITY OF PORTLAND.

}

I; RAY SMITH, Auditor of the City of Portland, do hereby certify that I have compared the following copy of Ordinance No. 129773, passed by the Council September 24, 1969, being, "An Ordinance authorizing a contract between the City and Portland Development Commission to conduct neighborhood improvement planning, authorizing the drawing and delivery of warrants, and declaring an emergency,"

with the original thereof, and that the same is a full, true and correct copy of such original

Ordinance No. 129773

and of the whole thereof as the same appears on file and of record in my office, and in my care and custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Portland affixed
this 24th day of September, 1969.



Auditor of the City of Portland

By



Deputy

ORDINANCE NO. 129773

An Ordinance authorizing a contract between the City and Portland Development Commission to conduct neighborhood improvement planning, authorizing the drawing and delivery of warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that pursuant to authority granted the Department of Housing and Urban Development under the Demonstration City and Metropolitan Development Act of 1966, the City has entered into a contract with said Department whereby \$1,262,987 will be made available to the City to conduct a Model City Program; that 3.121 of the Model City Plan as approved by the City, the Citizens Planning Board, the Portland Development Commission and Department of Housing and Urban Development contemplates a contract between the City and the Development Commission whereby the Development Commission will do certain things necessary to the preparation of a physical plan for the Model Cities area; that a contract should be entered into and transfer of funds made for this purpose; that an appropriate contract for the City to enter into for this purpose is attached to the original only hereof, marked Exhibit "A"; that under the plan the physical development within the Model Cities area because of instructions given to the City by the Department of Housing and Urban Development is dependent upon a Neighborhood Development Program grant from the Department of Housing and Urban Development; that if such a Neighborhood Development Program grant is not made available to the City there will be substantial delay in the progress of the Model City Program because the City was instructed by the Department of Housing and Urban Development to base its planning upon said program and because the Neighborhood Development Program is particularly applicable to Portland's situation; that regardless of whether the Department of Housing and Urban Development makes said Neighborhood Development Program available to the City, the work to be accomplished under the attached contract will be essential to the future physical development of the Model Cities area and should commence immediately, and that some physical development can be accomplished through means other than Neighborhood Development Program, if said planning is commenced immediately; now, therefore, so that physical planning in the Model Cities area may commence, the Mayor and Commissioner of Public Affairs hereby are authorized to execute on behalf of the City a contract similar in form to Exhibit "A" attached to the original only hereof, and by this reference made a part hereof; the Mayor and Auditor hereby are authorized to draw and deliver warrants pursuant to said contract on the Model City fund appropriation Model Cities Project, Other Services, Comprehensive and Pre-NDP Neighborhood Planning 6684.399(3.121).

ORDINANCE No.

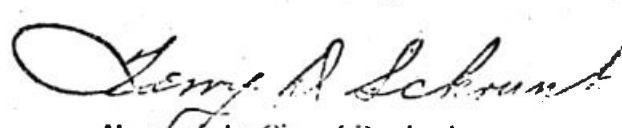
Section 2. The sum of \$109,892.00 is hereby transferred within the Model Cities Fund from the appropriation Projects From Estimates for Pending First-year Action Proposals, Comprehensive and Pre-NDP Neighborhood Planning, 6684.798(3.121) to the appropriation Other Services, Comprehensive and Pre-NDP Neighborhood Planning 6684.399 (3.121).

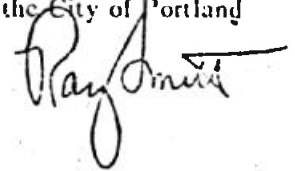
Section 3. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the city of Portland in this: In order that the project described in Section 1 hereof may commence without undue delay; therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, SEP 24 1969

MAYOR SCHRUNK
DCJ:ep
9/19/69

Attest:


Mayor of the City of Portland


Auditor of the City of Portland

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

October 23, 1969

RECEIVED
OCT 27 1969
John B. Kenward
Executive Director
RAY SMITH
CITY OF PORTLAND
BY _____

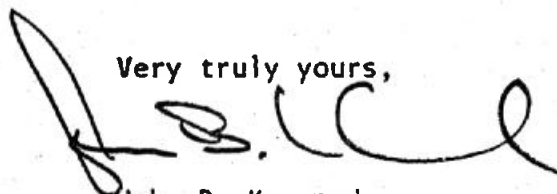
Mr. Ray Smith
Auditor of the City of Portland
City Hall
Portland, Oregon

Dear Mr. Smith:

Returned in accordance with your letter dated October 15th are the original and triplicate of the contract between the City of Portland and the Portland Development Commission in connection with the Pre-NDP Planning phase of the Portland Model Cities Program. This contract has been executed by the Chairman of the Commission and its Executive Director.

The duplicate copy of the contract is being retained for the Commission files.

Very truly yours,



John B. Kenward
Executive Director

JBK:jk
Enclosures
cc: Mr. Ed Warmoth
Mr. Donald Jeffery
Mr. Alvin Batiste