

CONTRACT FOR SERVICES BY AND
BETWEEN THE CITY OF PORTLAND
AND THE CITY-COUNTY COUNCIL
ON AGING OF PORTLAND AND
MULTNOMAH COUNTY

THIS AGREEMENT entered into this _____ day of _____,
1971, by and between the CITY OF PORTLAND, a municipal corporation of
the State of Oregon, hereinafter referred to as the "City", and the CITY-
COUNTY COUNCIL ON AGING OF PORTLAND AND MULTNOMAH COUNTY,
hereinafter referred to as the "Agency",

WITNESSETH:

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, there exists within the Model Neighborhood a need for a
service center for elderly persons, and

WHEREAS, the Agency has presented itself to the City as capable and
willing to establish and operate such a service center for elderly persons, and

WHEREAS, the City desires to engage the Agency to provide the neces-
sary services for establishment and operation of a service center for elderly
persons, now, therefor, the parties hereto do mutually agree, covenant and
promise that:

I. SCOPE OF SERVICES. The Agency shall in a satisfactory and proper manner as determined by the City perform the following services:

A. The Agency shall after execution of this agreement locate and lease or rent a suitable building to be used as a service center for elderly persons. Said building shall be approved prior to rental commitment and occupancy by the City and said building shall conform to all City, County and State building codes and requirements applicable to the building's intended use.

B. After execution of this agreement, the Agency shall seek out and hire a staff to provide the services as set forth in this agreement. Said staff shall consist of: One (1) Director, one (1) Supervisor of Transportation Services, one (1) Supervisor of Telephone Reassurance and Handyman Services, one (1) Supervisor of Outreach Services, one (1) Assistant to the Supervisor of Outreach Services, thirty (30) Outreach Workers, ten (10) Handymen, four (4) Telephone Reassurers, two (2) Bus Drivers, two (2) Secretaries, and one (1) Clerk-Receptionist. The persons hired pursuant to this shall be selected on the basis of the job descriptions and qualifications as contained in "Exhibit A", which by this reference is made a part hereof.

C. The staff hired pursuant to this agreement shall provide the following services:

1. Outreach Services. The Agency shall hire thirty (30) Model Neighborhood residents on a part time basis to provide a part time continuous service, not limited to but including, household visitation and minor household tasks such as vacuuming, dusting, preparing meals, washing dishes, and grocery shopping. The beneficiaries of this service

shall be those Model Neighborhood residents that are handicapped and/or living alone.

2. Telephone Reassurance Service. The Agency shall employ four (4) older Model Neighborhood residents on a part time basis to make daily telephone calls to other older Model Neighborhood residents at their homes at an appointed time to determine if these residents are up and well. If a specific need is determined, the Agency's staff shall take the appropriate steps to resolve the suspected problem.

3. Handyman Service. The Agency shall employ ten (10) older Model Neighborhood residents on a part time basis to perform minor household repairs for older Model Neighborhood residents. Such repairs shall include but not be limited to changing light bulbs, repairing leaky faucets and malfunctioning door latches, fixing broken windows and furniture, and opening stuck windows.

4. Transportation Service. The Agency shall lease two buses and hire two (2) drivers to provide transportation to and from certain community services and events. Such transportation scheduling shall be determined by the Agency's staff and the Advisory Committee to the Agency's staff.

D. The Agency in performance of services under this agreement shall comply with the entire scope of the program as set forth in "Exhibit A".

II. TIME OF PERFORMANCE. This agreement is for the period from date hereof through June 15, 1971 and for an additional period from June 15, 1971 through June 15, 1972. As a condition precedent to continuation of this agreement

from June 15, 1971 to June 15, 1972, the Citizens Planning Board of the Model Cities Program and the City shall approve the project and the Department of Housing and Urban Development shall enter into a contract with the City for a grant for the purposes of this agreement and shall make the necessary funds available therefor to the City in an amount sufficient to properly operate such program. The City shall make every reasonable effort to obtain approval from the Department of Housing and Urban Development for the grant and funding. Notice of said grant and funds shall be promptly transmitted by the City to the Agency and said notice will continue this contract if received by Agency by June 15, 1971. As a further condition precedent to continuation of this agreement from June 15, 1971 through June 15, 1972, Agency shall submit to City a Budget for the period June 15, 1971 to June 15, 1972 and said Budget shall be approved in writing by the Commissioner in charge of Finance and Administration. Said Budget must be received by the City no later than June 1, 1971.

III. COMPENSATION AND METHOD OF PAYMENT. The Agency shall be reimbursed by the City for its costs of performance hereunder not to exceed the sum of \$70,291.00.

A. Notwithstanding the above provision regarding reimbursement, if it is determined by the City that the Agency cannot function on a reimbursable basis, the City may advance to the Agency such funds as, in the opinion of the City, are deemed necessary to enable the Agency to function. The procedure to be followed to obtain an advance payment and the maximum amount that may be advanced to the Agency is set out in "Exhibit E" attached hereto. After such

advancement, the Agency shall be paid on a reimbursable basis. Total payment to the Agency, including advance payment if any, shall not exceed \$70,291.00.

B. Such amounts as may become due to the Agency by the City because of this contract shall be paid on a monthly basis upon receipt by the City of the following:

1. A written requisition for payment from the Agency, and
2. Timely receipt of a properly executed report package, herewith attached as "Exhibit B", from the Agency.

C. The requisition for payment shall be accompanied by a report to the City, in form satisfactory to the City, and shall specify the total work accomplished hereunder in the time period for which payment is requested. It shall state that said work has been completed in conformance with this agreement and that the Agency is entitled to receive compensation therefor, and each cost shall refer to a specific budget item.

D. Upon receipt by the City of such a requisition, the Agency shall be entitled to 100 percent of the total eligible cost, as determined by the City, for the work accomplished hereunder.

E. For purposes of reimbursement, the monthly report is timely if it is received by the City on or before the date specified in "Exhibit B" and the same report is properly prepared as determined by the Portland City Demonstration Agency.

F. The monthly report package may be modified by the City at any time, and the modified form shall be in force no later than thirty (30) calendar days after the first notice to the Agency by the City.

G. Subject to efficient delivery of all services under this contract, the Agency can, whenever necessary, amend the operating budget in "Exhibit A", provided that the full cost does not exceed the amount stated in this contract and provided that prior approval of the amended budget by the City has been secured in writing.

H. Prior to initial disbursement of funds to the Agency, the City shall receive a statement from the Agency's chief fiscal officer or its insurer, insuring that all persons handling funds received or disbursed under this contract are covered by fidelity bond in the amount of \$20,000.00

I. Any funds received under this contract unexpended at the end of the term of this agreement shall be returned to the City or shall be credited against future agreements at the discretion of the City.

IV. TERMINATION.

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

1. In such event, all finished or unfinished documents, data, studies, drawings, maps, models, photographs, and reports prepared by the Agency under this contract shall, at the option of the City, become its property and the Agency shall be entitled to receive reimbursement for costs incurred in performance of all work satisfactorily completed hereunder.

2. The Agency shall be liable to the City for damages sustained by the City by virtue of any breach of the contract by the Agency, and the City

may withhold any payments to the Agency for the purpose of setoff until such time as the exact amount of the damage due the City from the Agency is determined.

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

C. This contract may be cancelled at the election of the City if the grant to the City under Title I of the Demonstration Cities and Metropolitan Development Act of 1966, is for any reason, suspended or terminated.

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

VI. ASSIGNABILITY. The Agency shall not assign any interest in this contract and shall not transfer any interest in this contract, whether by assignment or novation without the prior consent of the City thereto.

VII. GENERAL CONDITIONS.

A. Agency agrees to comply with the provisions of the U. S. Department of Housing and Urban Development Supplementary General Conditions for Contracts with Operating Agencies and Contractors ("Exhibit D").

B. The Agency shall make payments promptly, as due, to persons supplying services for the prosecution of work provided for under this contract.

C. The Agency shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor furnished.

D. The term "approval by the City" means written approval by the Commissioner in charge of the Department of Finance and Administration.

E. All personal property purchased as a cost of this project shall be and remain the sole property of the City and shall carry a City identification tag.

F. In performance of this agreement, the Agency agrees not to make any expenditures unless such expenditures are provided for in "Exhibit A", (Budget).

G. Agency will maintain liability insurance satisfactory to the City in the amount of \$300,000 per event, and \$100,000 per person, and will have the City named as an additional insured to cover any liability incurred by City-County Council on Aging, its agents or employees.

H. The Agency shall submit to CDA three copies of monthly progress reports and three copies of any formal document produced under this contract.

I. Agency in its performance hereof shall comply with the requirements

of Chapter 279 of the Oregon Revised Statutes as set out therein.

CITY OF PORTLAND

By _____

By _____

CITY-COUNTY COUNCIL ON AGING

By _____
_____ (Title)

By _____
_____ (Title)

Approved as to form:

City Attorney

ORDINANCE No. 132361

An Ordinance authorizing an agreement between the City of Portland and the City-County Council on Aging of Portland and Multnomah County, providing for the operation of a Senior Adult Service Center in conjunction with the Model Cities Program, authorizing the drawing and delivery of warrants pursuant thereto, and declaring an emergency.

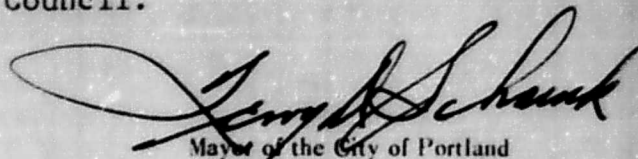
The City of Portland ordains:

Section 1. The Council finds that pursuant to its contract with the Department of Housing and Urban Development providing for a Model Cities Program, funds are available to the City for a Senior Adult Service Center for certain elderly people within the Model Neighborhood, that the City-County Council on Aging of Portland and Multnomah County is an appropriate agency to conduct said program and render services connected therewith to the City, that an appropriate form of agreement is attached hereto marked Exhibit "A" which agreement provides for reimbursement to the City-County Council on Aging of Portland and Multnomah County for a total cost not to exceed \$70,291, that said amount of \$70,291 is available to the City within the Model Cities appropriation; now, therefore, to provide for a Senior Adult Service Center for certain elderly persons within the Model Neighborhood, the Mayor and Auditor are hereby 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.

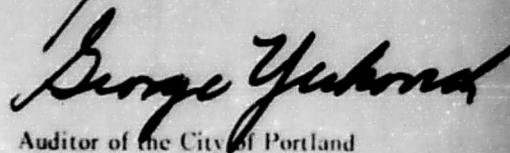
Section 2. The Mayor and Auditor are hereby authorized to draw and deliver warrants pursuant to said contract on the Model Cities Fund (6684.399) (15-01, Senior Adult Service Center Program).

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 is hereby declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **MAR 18 1971**


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Mayor Schunk
WRS:JG:at
3/15/71

Calendar No. 1010

ORDINANCE No. 132361

Title

An Ordinance authorizing an agreement between the City of Portland and the City-County Council on Aging of Portland and Multnomah County, providing for the operation of a Senior Adult Service Center in conjunction with the Model Cities Program, authorizing the drawing and delivery of warrants pursuant thereto, and declaring an emergency.

INTRODUCED BY
MAYOR SCHRUNK
DRAWN BY
WRS:JG:at
Date 3/15/71

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works

City Attorney

NOTED BY THE CITY AUDITOR

APPROVED
Date
By
City Engineer
Date
By

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Anderson	1	
Goldschmidt	1	
Ivancie	1	
McCready	1	
Schrunk	1	

FOUR-FIFTHS CALENDAR	
Anderson	5208
Goldschmidt	799
Ivancie	
McCready	
Schrunk	115 117

Filed MAR 17 1971

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Foran 1000
Deputy