

AGREEMENT FOR SERVICES
BETWEEN THE CITY OF PORTLAND AND
THE TIMMY EDUCATIONAL CENTER

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 "City," and the TIMMY
EDUCATIONAL CENTER, hereinafter referred to as the "Agency."

WITNESSETH:

WHEREAS, the City has entered into a contract with the United States
Government to conduct a comprehensive City Demonstration Program for
a certain area (herein referred to as the Model Neighborhood), pursuant to
Title I of the Demonstration Cities Metropolitan Development Act of 1966; and

WHEREAS, as a part of said Comprehensive City Demonstration Program,
the City has determined that a need exists for certain services for mentally
retarded and multihandicapped children within the Model Neighborhood; and

WHEREAS, the Agency has presented itself to the City as being capable
of providing said services; and

WHEREAS, the City desires to engage the Agency to provide said services;
now, therefore, the parties hereto do hereby covenant and promise as follows:

I. PURPOSE AND BENEFICIARIES.

The purpose of the services to be performed pursuant to this agree-
ment is to expand existing developmental training programs which will
facilitate growth and increase independence for Model Neighborhood

trainable mentally retarded or multihandicapped children. This agreement will provide developmental programs for 20 Model Neighborhood trainable mentally retarded and/or multihandicapped children.

II. SCOPE OF SERVICES.

The Agency in a satisfactory and proper manner as determined by the City shall perform the following services:

- a. The Agency shall enroll 20 Model Neighborhood mentally retarded and/or multihandicapped children to participate in a training program to be conducted by the Agency at the Agency's principal place of business.
- b. The Agency shall train the children in a fashion similar to their standard training program, and shall include in the program training skills including, but not limited to, mathematics, reading, speech and language development and other skills that may be deemed appropriate for self-help training social adjustment.
- c. The total overall program to be conducted by the Agency under this agreement shall conform to the activity guidelines contained in "Exhibit A" which, by this reference, is made a part hereof.

III. 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 City 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 the 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.

IV. 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 \$7,144.00.

- 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 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.

b. 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.

c. 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.

d. 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 Portland Demonstration Agency.

e. 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.

f. 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.

g. 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 \$2,000.00.

h. 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.

V. 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 damage 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 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.

VI. LABOR STANDARDS.

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

VII. 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 the City thereto.

VIII. 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 the Timmy Educational Center, 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 _____
Mayor

By _____
Auditor

TIMMY EDUCATIONAL CENTER

By _____

Title

By _____

Title

Approved as to form:

City Attorney

ORDINANCE No. 132411

An Ordinance authorizing an agreement between the City and the Timmy Education Center, 5203 N. E. 22nd Avenue, Portland, Oregon 97211, providing for mentally retarded services for the Model Cities Program, authorizing drawing and delivery of warrants pursuant thereto, and declaring an emergency.

The City of Portland ordains:

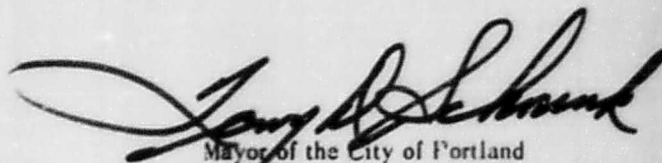
Section 1. The Council finds that pursuant to its contract with the Department of Housing and Urban Development providing for a Model Cities Program, funds are available to the City for mentally retarded services for certain children within the Model Neighborhood, that the Timmy Education Center is an appropriate agency to provide said services, that an appropriate form of agreement is attached hereto marked Exhibit "A" which agreement provides for reimbursement to the Timmy Education Center for a total cost not to exceed \$7,144, that said amount of \$7,144 is available to the City within the Model Cities appropriation; now, therefore, to provide for mentally retarded services for certain children 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 to said contract on the Model Cities Fund (6684.399) (11-0701) Mentally Retarded Services.

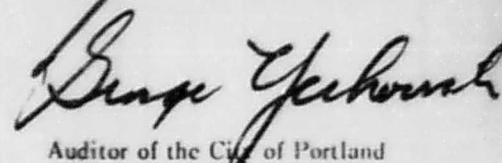
Section 3. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that the project described in Section 1 may be commenced without undue delay; therefore, an emergency is hereby declared to exist and this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

Passed by the Council, MAR 25 1971

Mayor Schrunk
3/17/71
WRS:JG:lw


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No. 1098

ORDINANCE No. 132411

Title

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INTRODUCED BY
Mayor Terry D. Schruink
DRAWN BY
WES James Gleeson
Date March 17, 1971

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	2204
Goldschmidt	2204
Ivancie	2204
McCready	2204
Schrunk	2204

Filed MAR 24 1971

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Gordon C. Bell
Deputy