

RECEIVED

MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF PORTLAND AND THE  
TIMMY EDUCATION CENTER

APR 28 1970

MODEL CITIES

THIS IS A MEMORANDUM OF AGREEMENT, entered into on the 1st day of September, 1969, by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as "City" and the TIMMY EDUCATION CENTER, hereinafter referred to as the "Agency"

## W I T N E S S E T H :

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), pursuant to Title I of the Demonstration Cities and Metropolitan Development Act of 1966;

WHEREAS the Agency has entered into a contract with the United States of America, Department of Health, Education and Welfare, for a grant in the amount of Thirteen Thousand Six Hundred Ninety-five Dollars (\$13,695.00) to conduct a training program for mentally retarded and multi-handicapped children within the Model Neighborhood; said grant being 75% of the total project cost of the proposed training program, and requiring a 25% local share to be provided by the City from Model City Supplemental Funds, and

WHEREAS it is to the mutual advantage of the parties hereto to enter into this agreement; now, therefore,

FOR and in consideration of the mutual promises, the undersigned parties do hereby agree, covenant and promise that:

1. The Agency shall seek out and identify those children within the Model Neighborhood who may benefit by participation in a program of training for mentally retarded and multi-handicapped children and shall enroll an appropriate number of such children to participate in the training program. The Agency shall train the children in a fashion similar to their standard training program, and shall include in the program training of skills including but not limited to mathematics, reading, speech, language development, and other skills that may be deemed appropriate for self-help training social adjustment.

2. The Agency shall supply to the City such information as may be required by it for its evaluation of the program.

3. In consideration of said obligations, the City agrees to pay to the Agency the maximum sum of Four Thousand Five Hundred Sixty-five and No/100 Dollars (\$4,565.00) from its Model City Supplemental Funds, said amount to be used by the Agency as its local share of its project, pursuant to its grant agreement with the Department of Health, Education and Welfare. The project shall commence on the 1st day of September, 1969, and continue until the total sum of EIGHTEEN Thousand Two Hundred Sixty and No/100 Dollars (\$18,260.00) has accrued or, until 31st day of August, 1970, whichever comes first. The

first payment shall include the total amount of money due the Agency as of the date of the Agency's first requisition.

4. The Agency shall be reimbursed by the City for its cost of performance hereunder, not to exceed the sum of Four Thousand Five Hundred Sixty-five Dollars (\$4,565.00), as follows:

a. The amount due the Agency at any time shall equal one-quarter of the eligible amount earned by the Agency pursuant to its agreement with the Department of HEW, and is limited to reimbursement for personnel cost, including wages and fringe benefits, for instructors and aids thereunder for which the agency has made payment.

b. Such amounts as made 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.

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

d. The requisition shall set out and account for the instructor and aid personnel time devoted to instruction and training of Model Neighborhood participants which is over and above the Agency's usual and ordinary effort benefiting the Model Neighborhood.

5. The "Agency" shall:

a. Make payment promptly as due, all person supplying to said Agency labor or material for prosecution of the work provided for in this contract.

b. Pay all contributions amounts due State Industrial Accident fund from such Agency incurred in the performance of this contract.

c. Not permit any lein or claim to be filed or prosecuted against the City on account of any labor furnished.

d. Pay to the Department of Revenue all sums held from employees pursuant to ORS 316.711(5). No person shall be employed under this contract for more than 8 hours in any one day or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid time and half pay for all overtime in excess of 8 hours a day and work performed on Saturday and for any legal holidays specified in ORS 187.010, except Veterans Day.

e. 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. This contract may be cancelled at the election of the Agency for any wilful failure

on the part of the City to perform faithfully the contract according to its terms.

f. If the Agency fails to or neglects or refuses to make prompt payment of any claim for labor or services furnished to the Agency by any person in connection with this contract as such claim becomes due the City may then pay such claim to such person furnishing the labor or services or may charge the amount against funds due or to become due to the Agency by reason of this contract.

g. The Agency shall promptly, as due, make payment to any person to a partnership, association or corporation furnishing medical or surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Agency, of all sums which the Agency agrees to pay for such services and all monies and sums which Agency collected or deduced from the wages from its employees pursuant to any law contract, or agreement for the purpose of providing or paying for such services.

h. Agency agrees to comply with the obligations and limitations contained in Exhibit "A", which by this reference is made part hereof.

CITY OF PORTLAND

BY \_\_\_\_\_  
MAYOR

BY \_\_\_\_\_  
AUDITOR

TIMMY EDUCATION CENTER

BY \_\_\_\_\_  
DIRECTOR

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Filed 1 14 19707/7 5  
Register of the County of ...By Frank Schauldman  
Clerk

1278/

8-32-02H

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

MAY 20 1971

THIS AGREEMENT entered into this 1st day of January, 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 agreement 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.

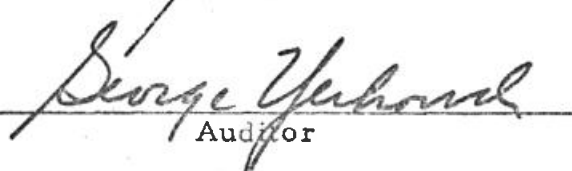
i. Agency in its performance hereof shall comply with the requirements of Chapter 279 of the Oregon Revised Statutes as set out therein.

CITY OF PORTLAND

By

  
Mayor

By

  
Auditor

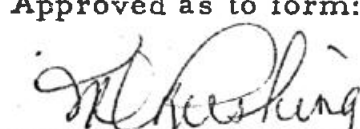
TIMMY EDUCATIONAL CENTER

By

  
Director  
Title

By \_\_\_\_\_  
\_\_\_\_\_  
Title

Approved as to form:

  
City Attorney

# EXHIBIT 'A'

## PROJECT DESCRIPTION (pro - forma)

OVER-ALL SUMMARY

SERVICES TO THE MENTALLY RETARDED  
(SMR)  
3.62

SUMMARY

Services for the Mentally Retarded (SMR) is a ten (10) part program designed as a continuum from Day Care and Day Activity programs through sheltered workshops and residential services. Specifically, the program for the mentally retarded and multi-handicapped is meant to serve all ages and will do the following:

1. Locate and serve the heretofore unidentified and non-diagnosed cases of mental retardation and multiple handicaps in the Model Cities area.
2. Provide a centrally located intake and referral service.
3. Provide a developmental training program which facilitates growth and changes in the person, leading to a greater degree of self-help and independence, and allow him to remain with his family. Further, the entire neighborhood will benefit through an awareness of these problems and insight to the manner of recognizing and handling those so handicapped. A social problem of increasing magnitude can thus be combatted more effectively.

SPECIFIC PROGRAMS

Portland Children's Center and Timmy Educational Center are projects serving thirty-two (32) mentally retarded Model Neighborhood children.

Their program includes training in self-help skills, social skills, physical development, visual perception, motor coordination, and academic training according to each child's ability and rate of progress. Bowling, swimming, and other outside activities were included in their summer program.

Following is the cost of the individual budgets for four (4) months:

Timmy Educational Center	\$ 9,280.00
Portland Children's Center	\$ 4,976.00

TRI-AGENCY STAR

This project, with the Urban League as the operating agency, is a joint effort of the Urban League, Family Counseling Service, the Multnomah County Association for Retarded Children and the various associated members of the County Association brings together the expertise, skills, and resources in a coordinated research and demonstrative project for the purpose of developing more effective

methods of reaching the families with mentally retarded members. The express purpose will be to involve them in meaningful programs and processes that will contribute to the development of a family and community climate in which retarded individuals will have opportunities to reach their full potential.

Total cost of the project for four (4) months: \$28,318

#### PILOT EDUCATIONAL CENTER

Pilot Educational Center, a private mental retardation school will serve fifteen (15) Model Neighborhood children.

The school's program includes training in self-help skills, social skills, physical development, visual perception, motor coordination, and academic training according to each child's ability and rate of progress. Bowling, swimming, and other outside activities are included in the summer program.

Total cost of the project for four (4) months: \$4,228



## Services to the Mentally Retarded

### I. PURPOSE & BENEFICIARIES

Services for the Mentally Retarded (SMR) is a ten-part program designed as a continuum from Day Care and Day Activity Programs through sheltered workshops and residential services.

Specifically, the program for the mentally retarded and multi-handicapped is meant to serve all ages and will do the following:

1. Locate and serve the heretofore unidentified and non-diagnosed cases of mental retardation and multiple handicaps in the Model Cities area.
2. Provide a centrally located intake and referral service.
3. To cultivate the retarded child's maximum development in self help, social adjustment and the use of the fundamental tools of learning.
4. To provide as much training in practical academic subjects as the student can comfortably assume.

The purpose of this proposal is to continue existing developmental training programs which will facilitate growth and increase independence for Model Neighborhood (MN) trainable mentally retarded individuals. The Services will provide a developmental training program which facilitates growth and changes in the person, leading to a greater degree of self-help and independence while allowing him to remain with his family.

Two agencies (Timmy Educational Center and Portland Children's Center) serving the trainable mentally retarded in Portland metropolitan area have been under contract with CDA in this project. Up until now, these services have not been available to MN residents due to high costs. This project will make these services available to thirty-two (32) MN children. CDA will contract with the Pilot Educational Center to offer these same services to twenty (20) additional MN children.

#### BENEFITS

The entire neighborhood will benefit through an awareness of these problems and insight in the manner of recognizing and handling those so handicapped. A social problem of increasing magnitude can thus be combatted more effectively. The fifty-two (52) MN area children who are recipients of this program would also benefit.

## II. CONTENT AND OPERATION

Services to the retarded within the MN will be provided by the agencies best equipped to offer them.

(The Model Cities Agency will assist in establishing a neighborhood point of Intake and Referral, operating as part of the Day Care Urban Coordinating Service (DUCS), which will coordinate the efforts of community agencies in providing the service needed by the mentally retarded and their families).

The following services will be provided to all SMR day programs:

1. Intake and Referral - provided by Metropolitan 4-C Council.
2. Social Work consultation and assistance in locating family day care homes.
3. Direct counseling or referral for counseling.
4. Transportation service to the day care and daytime activity program.
5. Public Health nursing service.
6. Consultation and direct help for training of staff members of all operations.

There are a number of qualified and respected agencies in the Portland metropolitan area serving the mentally retarded. One of these agencies, the Timmy Educational Center, is located in the MN area. The other with whom the CDA has contract is the Portland Children's Center which is situated in the metropolitan area. With additional staff, these three institutions can provide service to MN residents currently not being served.

The combined developmental program for forty (40) trainable mentally retarded persons of the two agencies (Timmy Educational Center and Portland Children's Center) within its own budget will be primarily responsible for its function and any additional functions as contracted.

The functional elements of this project are as follows:

Function 1 Provision of school services and sheltered workshops

Function 2 Provision of Day Care Services

Function 3 Provision of Public Health Nursing Services to  
include Homemaker Service

Function 4 Provision of transportation to Service Centers

Function 5 Provision of Residential Services

Function 6 Contracted homemaking services when needed

Function 7 Develop residential program

The following is a list of the major key activities within the functional elements of the agencies contracted:

A. Timmy Educational Center

(Serving twenty (20) Model Neighborhood residents)

Activity 1 Expansion and orientation of staff

Activity 2 Acquire equipment

Activity 3 Develop and conduct student and program  
evaluation

Activity 4 Organize and implement parent's visit for  
observation and discussion

Activity 5 Establish Advisory Committee

Activity 6 Develop student, Advisory Committee,  
programs and activities

Activity 7 Establish and operate bus service

Activity 8 Acquire bus and hire driver

B. Portland Children's Center

Timmy Educational Center

(Serving twelve (12) Model Neighborhood residents)

Activity 1 Expansion and orientation of staff

Activity 2 Acquire equipment

Activity 3 Develop and conduct student and program evaluation

Activity 4 Organize and implement parents' visit for  
observation and discussion

Activity 5 Establish Advisory Committees

Activity 6 Develop student, advisory committee programs and  
activities

Activity 7 Develop homemaker services when needed

Activity 8 Establish bus schedule

Activity 9 Acquire bus and hire driver

Activity 10 Operate bus service

Activity 11 Develop residential program

Activity 12 Seek home owners

## BUDGET FOR SUPPLEMENTARY GRANT ACTIVITY

(Use This Form as a Budget for Each Activity (Including Relocation)  
Funded Under Section 108 of Title I of the Demonstration Cities and  
Metropolitan Development Act of 1966)

## 1. NAME OF CITY DEMONSTRATION AGENCY

PORTLAND, OREGON

## 2. BRIEF DESCRIPTIVE TITLE OF ACTIVITY

Services to the Mentally Retarded 11-07

## 3. NAME, ADDRESS AND ZIP CODE OF OPERATING ENTITY

Timmy Education Center School for Retarded Children  
5203 N. E. 22 Avenue  
Portland, Oregon

## 4. TYPE OF ENTITY - Is the entity a (Check applicable box or boxes):

☐ City Department☐ Public Agency☐ Neighborhood☒ Private (Nonprofit)☐ Private (Profit Making)☐ Other (Specify)

## 5. PREVIOUS APPLICATION - Has this activity, in substantially its present form, ever been the subject of a previous application for Federal financial assistance?

☐ NO☐ YES

If "YES", attach an explanatory statement.

## 6. MAINTENANCE OF EFFORT - Any activity which is an extension to the Model Neighborhood or an upgrading of existing services must be accompanied by an explanatory statement which shows that the extension or upgrading being funded by the budget is an addition to and not a substitution of local efforts.

## 7. METHOD OF ALLOCATION - If cost is to be shared by others add an explanatory statement which identifies the sharing (or entities) and the method of allocation.

## BUDGET JUSTIFICATION

(Attach This Form to Each Budget for a Capital Project,  
Activity, and to the Program Administration Budget)

## 1. NAME OF CITY DEMONSTRATION AGENCY

PORTLAND, OREGON

## 2. BRIEF DESCRIPTIVE TITLE OF CAPITAL PROJECT OR ACTIVITY

Services to the Mentally Retarded 11-07

## 3. NAME, ADDRESS AND ZIP CODE OF OPERATING ENTITY

Timmy Educational Center  
5203 N. E. 22 Avenue  
Portland, Oregon

4. DESCRIPTION OF ITEM<sup>\*</sup> AND BASIS FOR VALUATION<sup>\*\*</sup>AMOUNT OR VALUE  
OF ITEMTRAVEL:

Fuel and maintenance for 5.5 months	\$800.00	\$ 800.00
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EQUIPMENT:

(1) Van for transporting children		3,154.00
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Sub Total		\$ 3,954.00
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\* For personnel costs use Personnel justification form.

\*\* Describe the item in sufficient detail to insure that it is adequately identified and indicate the basis for determining or computing its cost.  
example, office space rental for two professionals: 150 square feet at \$2.00 per square foot, including utilities and janitorial services.

8. BUDGET

TINNEY EDUCATION CENTER SCHOOL FOR NEGLECTED CHILDREN

a. COST CATEGORY	b. ESTIMATED COST	c. FICA SHARE (If cost is for services with others) *25%
(1) Personnel	\$ 12,760.00	\$ 3,190.00*
(2) Consultants and Contract Services		
(3) Travel	800.00	800.00
(4) Space		
(5) Consumable Supplies		
(6) Rental, Lease, or Purchase of Equipment	3,154.00	3,154.00
(7) Other:		
TOTAL	16,714.00	7,144.00

9. SUBMISSION:

a. \_\_\_\_\_  
Signature and Title of Authorized Official

b. \_\_\_\_\_  
Date

10. APPROVAL:

a. \_\_\_\_\_  
Signature and Title of Authorized HUD Official

b. \_\_\_\_\_  
Date



# EXHIBIT 'B'

## MONTHLY PROGRESS REPORT PACKAGE

# Portland model cities

CITY DEMONSTRATION AGENCY  
5329 N.E. UNION AVENUE  
PORTLAND, OREGON 97211  
288-6923

\_\_\_\_\_  
Reporting Month

## MONTHLY REPORT PROCEDURES

Project Status Report on \_\_\_\_\_  
is reported using the following forms which are furnished by CDA.

- Form 1 Project Status
- Form 2 Budget Status Report (by line items and functional elements)
- Form 3 Participant Characteristics
- Form 4 Resident Employment
- Form 5 Work Program for the Next Month
- Form 6 Project Master (Annual) Work Program
- Form 82 Requisition for Payment

The report package consisting of the above forms, properly filled out, are required to be submitted to CDA by the fifth day of the month following the reporting month. Form 6 is submitted prior to contract and is revised annually; therefore, it need not be re-submitted every month by the operating agency. The time table submitted as attachment to the project documentation prior to contract is accepted in lieu of Form 6.

Each of the forms 1 through 5 is attached and instructions for its use are given on the back of the form.

CONFIDENTIAL

## Model Cities Individual Participant Data Collection Form

Notice: IF YOU HAVE ALREADY FILLED IN THIS FORM BEFORE YOU NEED  
NOT FILL IN ANOTHER FOR MODEL CITIES UNTIL STATUS OF YOUR  
INFORMATION CHANGES. THANK YOU !

Part I

Planning Component \_\_\_\_\_ Period Covered \_\_\_\_\_  
Program Account \_\_\_\_\_ Date Prepared \_\_\_\_\_  
Project Total \_\_\_\_\_ Prepared By \_\_\_\_\_  
Date Received by CDA \_\_\_\_\_

Part II

Check the ones that are applicable:

\_\_\_\_\_ MNA Resident  
\_\_\_\_\_ Non-MNA Resident

Annual Wage

\_\_\_\_\_ Under \$3,000  
\_\_\_\_\_ \$3,000 - \$5,000  
\_\_\_\_\_ \$5,000 - \$8,000  
\_\_\_\_\_ \$8,000 or above

Age

\_\_\_\_\_ Under 1 year  
\_\_\_\_\_ 1-4  
\_\_\_\_\_ 5-9  
\_\_\_\_\_ 10-14  
\_\_\_\_\_ 15-16  
\_\_\_\_\_ 17-18  
\_\_\_\_\_ 19-21  
\_\_\_\_\_ 22-24  
\_\_\_\_\_ 25-34  
\_\_\_\_\_ 35-44  
\_\_\_\_\_ 45-64  
\_\_\_\_\_ 65+

Sex

\_\_\_\_\_ Male  
\_\_\_\_\_ Female

Neighborhood

\_\_\_\_\_ Boise  
\_\_\_\_\_ Eliot  
\_\_\_\_\_ Humboldt  
\_\_\_\_\_ Irvington  
\_\_\_\_\_ King  
\_\_\_\_\_ Sabin  
\_\_\_\_\_ Vernon  
\_\_\_\_\_ Woodlawn

Race

\_\_\_\_\_ Afro-American  
\_\_\_\_\_ Mexican American  
\_\_\_\_\_ American Indian  
\_\_\_\_\_ Caucasian  
\_\_\_\_\_ Other

Employment Status

\_\_\_\_\_ Employed  
\_\_\_\_\_ Unemployed  
\_\_\_\_\_ Other

Head of Household

\_\_\_\_\_ Only wage earner in household  
\_\_\_\_\_ One of more than one wage earner in household

Marital Status

\_\_\_\_\_ Single  
\_\_\_\_\_ Married  
\_\_\_\_\_ Divorced/Separated  
\_\_\_\_\_ Other

Aid Status

\_\_\_\_\_ Aid to the blind  
\_\_\_\_\_ Aid to the disabled  
\_\_\_\_\_ General Assistance  
\_\_\_\_\_ Aid to Dependent Children and ADCE  
\_\_\_\_\_ Old Age Assistance  
\_\_\_\_\_ Foster Care  
\_\_\_\_\_ Other

### Instructions for CDA Form 3

This form should not contain sensitive information. If this form is filled by an individual about himself, the name of the individual must not be written on the form and this form may not be handed over to the collector personally but may be dropped at a collecting station.

If form is for a group of people such as a task force called by the operating agency for the benefit of the project, only aggregates should be reported. Breakdown should be followed as far as practicable.

The form is to be filled in two parts:

Part I    Enter the Project title and date.

Part II   Fill in as much as information is available.

This form may be used to support local share claims. In this case Part I must be executed in full.

ORTLAND MODEL CITY PROGRAM  
RESIDENT EMPLOYMENT REPORT

CDA-4  
11/2/70

AGENCY:

PROGRAM ACCOUNT:

3. PROJECT:

4. PERIOD

5. DATE PREPARED:

6. PREPARED BY:

7. PARTICIPANTS BENEFICIARIES CHARACTERISTICS	TOTAL A		NEW THIS MONTH B		CONTINUED FROM LAST MONTH C		PLANNED NEXT MONTH D	
	full time	part time	full time	part time	full time	part time	full time	part time
Total Employees - - - - -								
MNA Resident Total - - - - -								
Black - - - - -								
Black Male - - - - -								
Black Professional - - - - -								
Black Male Professional - - - - -								
Non-Black - - - - -								
Non-Black Male - - - - -								
Non-Black Male Professional								
Non-MNA Resident Total - - - - -								
Black - - - - -								
Black Male - - - - -								
Black Professional - - - - -								
Black Male Professional - - - - -								
Non-Black - - - - -								
Non-Black Male - - - - -								
Non-Black Male Professional								
Age below 18 - - - - -								
19 - 30 - - - - -								
31 - 60 - - - - -								
over 60 - - - - -								

## INSTRUCTIONS FOR CDA FORM 4

1. Enter the name of your agency
2. Omit.
3. Enter the title of the project.
4. Enter the period this report covers.
5. Enter the date of preparation of this report.
6. Type in the name of the individual preparing the report.
7. Enter the number for relevant participant characteristics.  
"This Month" refers to the period described by entry No. 4 above.

PORTLAND MODEL CITY PROGRAM  
PROJECT WORK PROGRAM

1. AGENCY:

2. PROGRAM ACCOUNT:

KEY

----- Planned

3. PROJECT:

4. PERIOD COVERED: From

5. DATE PREPARED:

6. PREPARED BY:

7. PROJECT ELEMENTS  
KEY ACTIVITIES

Next Month

2nd Next Month

3rd Next Month

COMMENTS

1

2

3

4

5

6

7

8

9

10

11

12

(Please attach  
memo)

## NARRATIVE

1. What do you consider major accomplishments this month?

2. Were there any difficulties in maintaining the schedule planned for this month? If so, explain the circumstances.

3. Are there any other difficulties pertaining to the project that CDA should take note of? How do you plan to handle these difficulties?



Requisition for Reimbursement

Date \_\_\_\_\_

On behalf of \_\_\_\_\_, I hereby state that  
Agency

\_\_\_\_\_ is entitled under contract pertaining  
Agency

to \_\_\_\_\_ to be reimbursed by the City of Portland  
Project

for expenses incurred in the performance of the project in the amount of

\$ \_\_\_\_\_ and that supporting documents for all expenditures

are maintained by this Agency and that these documents are available for

inspection and scrutiny at any time within the first three consecutive

years succeeding the effective period of this contract to any City or

Federal Government Official. The above amount is now considered due

for immediate payment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

- (a) ☐ Actual this month ending \_\_\_\_\_  
☐ Planned for next month ending \_\_\_\_\_

(b)

	Function	Function	Function	Function	Total for Reporting Month	Project Cumulative Total
Personnel						
Consultant & Contract Services						
Travel & Subsistence						
Space						
Consumable Supplies						
Equipment Rental						
Equipment Purchase						
Total for Reporting Month						
Total Cumulative						

- (c) Project Life Span \_\_\_\_\_  
(d) Total Project Funding \_\_\_\_\_  
(e) Total Supplemental Funding \_\_\_\_\_  
(f) Other Funding \_\_\_\_\_  
(g) Other Funding \_\_\_\_\_

(Date)

(Title)

(Signature)

## Instructions for CDA Form 2

This form is submitted in two parts. The first part is a report of the accrued costs against budget for the reporting month and the second part is projected costs for the following month.

- (a) Check the appropriate box.
- (b) Enter figures to the nearest cent for incurred costs and to the nearest dollar for projected costs. Costs must be entered by line item identified and by program item (functional element) identified.
- (c) Enter the planned life span of the project.
- (d) Enter any total project funding available for the project from its inception to date.
- (e) Enter the total of supplemental funds available for the project from its inception to date.
- (f-g) Enter other funds available for the project from its inception to date.

- (a) ☐ Actual this month ending \_\_\_\_\_  
☐ Planned for next month ending \_\_\_\_\_

(b)

	Function	Function	Function	Function	Total for Reporting Month	Project Cumulative Total
Personnel						
Consultant & Contract Services						
Travel & Subsistence						
Space						
Consumable Supplies						
Equipment Rental						
Equipment Purchase						
Total for Reporting Month						
Total Cumulative						

- (c) Project Life Span \_\_\_\_\_  
(d) Total Project Funding \_\_\_\_\_  
(e) Total Supplemental Funding \_\_\_\_\_  
(f) Other Funding \_\_\_\_\_  
(g) Other Funding \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

## Instructions for CDA Form 1

- a. Give the title of the project as it appears on the contract; also give your internal account number if one is used.
- b. Give the name of your agency as it appears on the contract.
- c. Give the name of the staff having overall responsibility for the project.
- d. List the functional elements of the project as it appears on the contract or as it appears in the official project analysis documentation.

Each project is considered to consist of a set of functional elements which it fulfills. These functions become a basis for any sub-projects or activities undertaken.

- e. List the output or performance measure(s) of the functional element. When more than one measure is applicable, serialize them as (a), (b), (c) . . . , etc. If a particular measure is non-quantifiable, state so in parenthesis under the particular measure. Quantifiable measures should be stated in such a way that the units of measurement is obvious.
- f. Enter the value of the output measure(s) identified in (e); for the reporting month give the value expected as well as the value actually realized; for the following month, give the planned value only.
- g. Adjudicate any discrepancies.

### Non-quantifiable measures

If a measure specified in (e) is non-quantifiable, columns f and g are used to give a narrative report in paragraphs, the first paragraph stating the planned achievement, the second paragraph stating the actual achievement, and the subsequent paragraphs used for adjudication.

Each paragraph must be matched with the output measure it is associated with.

## 0

A/C NO. \_\_\_\_\_

ORG NO. \_\_\_\_\_

---

\_\_\_\_\_

[illegible]

# PROJECT STATUS REPORT

a. PROJECT TITLE Project Sample A/C NO. 00  
 b. OPERATING AGENCY Reporting Agency ORG NO. 11  
 c. PROJECT DIRECTOR Mr. D. Director

d. PROJECT FUNCTION	e. OUTPUT MEASURE	f. VALUE OF OUTPUT MEASURE			g. REMARKS
		Planned Report. Mo.	Actual Report Mo.	Planned Next Month	
Function X	(a) Measure 1	number	number	number	Remarks
	(b) Measure 2	number	number	number	Remarks
Function Y	Measure 1	number	number	number	Remarks

## EXHIBIT C

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
MODEL CITIES ADMINISTRATION  
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



7

2

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.

HUD-7631 (2-68)

## 4. DAVIS-BACON ACT

(1) Minimum wages. (i) All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purposes of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal Agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Contracting Officer shall be referred to the Secretary for final determination.

(iii) The Contracting Officer shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Contracting Officer, shall be referred to the Secretary of Labor for determination.

(iv) If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(ii) The Contractor will submit weekly a copy of all payrolls to the City if the City is a party to the Contract, but if the City is not such a party the Contractor will submit the payrolls to the Agency for transmission to the City, for transmission to HUD. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this Contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime Contractor shall be responsible for the submission of copies of payrolls for all subcontractors. The Contractor will make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of HUD, the City for the Agency and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(4) Apprentices. Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau

of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the Contracting Officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(5) Compliance with Copeland Regulations (29 CFR Part 3). The Contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) Subcontracts. The Contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(7) Contract termination; debarment. A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

##### 5. CONTRACT WORK HOURS STANDARDS ACT

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District

or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1) in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

(3) Withholding for unpaid wages and liquidated damages. HUD may withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2).

(4) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in subparagraphs (1), (2), and (3) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

## U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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.

HUD-7053 (2-69)

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:<sup>\*</sup>

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.

HUD-7022(1-69)

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.

HUD-7032 (2-65)

HUD-Wash., D. C.

235825-P

## AUDITOR OF THE CITY OF PORTLAND

PORTLAND, OREGON 97204

ROOM 802  
CITY HALL

## COPY CERTIFICATE

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

}

GEORGE YERKOVICH Auditor of the City of Portland, do hereby certify that I have compared the following copy of Ordinance No. 132411, passed by the Council March 25, 1971, being, "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",

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

ORDINANCE NO. 132411,

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 26th day of March, 1971.

*George Yerkovich*

Auditor of the City of Portland

By

*Edna Cruz*

Deputy

## 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.

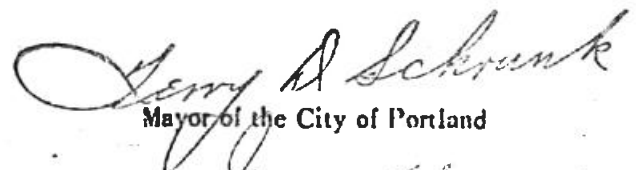

Section 2. The Mayor and Auditor are hereby authorized to draw and deliver warrants to said contract on the Model Cities Fund (6684.399) (11-0701) Mentally Retarded Services.

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

Attest:

  
Mayor of the City of Portland  
  
Auditor of the City of Portland

CITY OF PORTLAND  
INTER-OFFICE CORRESPONDENCE  
(NOT FOR MAILING)

June 9, 1971

*From* George Yerkovich, City Auditor  
*To* Model Cities  
*Addressed to* Ed Warmoth  
*Subject* Timmy Educational Center Insurance

We have received a cancellation notice on Preferred Risk Mutual Insurance Company Policy No. B2315-277 dated June 2, 1971 covering the above contract. This cancellation will be effective as of June 12, 1971.

Yours very truly,

  
Auditor of the City of Portland

MS  
MS:dlh

cc: Charles Jordan

RECEIVED

JUN 10 1971

MODEL CITIES

August 27, 1971

The Honorable Terry D. Schrunk  
Mayor of the City of Portland  
City Hall  
1220 S. W. Fifth Avenue  
Portland, Oregon 97204

Dear Mayor Schrunk:

SUBJECT: Timmy Education Center  
Portland Children Center

The responsibility for these projects has now been assumed by Portland School District No. 1. Therefore, further support by the Model Cities Program is neither necessary nor requested. Please consider these projects completed as of the end of the First Action Year, June 15, 1971.

Due to the recent nature of this change in responsibility, the City Demonstration Agency had requested funds for these two agencies in the forty-five day extension as per Ordinance #132973. This allocation is no longer necessary and will be transferred to other projects at a later date.

Sincerely,

Charles Jordan  
Director

cc: Official files (2)  
George Yerkovich  
Cy Yancey  
Charles Jordan  
Roberts/Author  
8/27/71  
wm

OFFICE OF CITY ATTORNEY  
CITY HALL  
PORTLAND, OREGON 97204

MARIAN C. RUSHING  
CITY ATTORNEY

February 9, 1971

Mr. C. Watts Yancy  
Social Environment Coordinator  
City Demonstration Agency, Model Cities  
5329 N. E. Union Avenue  
Portland, Oregon 97211

Re: Contract proposals relating to Portland Children's Center,  
Timmy Education Center, Pilot Education Program and Urban  
League Project.

Dear Cy:

I have reviewed the above captioned projects and I have noticed that the project description, noted as Exhibit "A" that was forwarded to me, is exactly the same for each project. I have found it difficult to distinguish between the four proposals to determine exactly what services each agency is expected to perform. At this point, I believe it is necessary for the appropriate members of your staff that are associated with these individual programs to develop a detailed narrative for each proposal that expands upon the activities and functions that are listed in the project description. Without such narrative, I am unable to understand whether or not there is a duplication of services and the relationship between each separate agency.

It is my understanding that occasionally agencies have submitted to appropriate working committees or to the CDA staff narrative statements of the services they expect to perform before the CDA decides whether or not they wish to contract with the agency. This was done in the case of the Oregon Consumer League and the Oregon Consumer League proposal that was submitted to Model Cities was quite helpful.

I would appreciate your checking to see if such proposals are within your files, and if not, making some arrangements to supply me with a more comprehensive statement of the projects involved.

RECEIVED  
FEB 10 1971  
MODEL CITIES

Yours very truly,

  
JAMES GLEESON  
Law Clerk

JG:at

cc: Ed Warmoth

# portland model cities

CITY DEMONSTRATION AGENCY

5329 N.E. UNION AVENUE

PORTLAND, OREGON 97211

288-6923

November 10, 1970

*Douglas Pew, director  
Timmy Educational Center  
5203 NE 22 Ave.  
Portland, Ore.*

Enclosed for completion is HUD form 274. You will please complete the necessary entries to Section I, then give to the bank of your choice, which will complete the entries required by Section II, and then forward the completed form to the City of Portland:

The Auditor  
City of Portland, Room 208  
1220 S. W. 5 Avenue  
Portland, Oregon

Attn: Robert Jones,  
Senior Accountant

If there are questions, please call 288-6923.

Sincerely yours,

*James Paschal*  
James Paschal  
Administrative Assistant

# portland model cities

CITY DEMONSTRATION AGENCY  
5329 N.E. UNION AVENUE  
PORTLAND, OREGON 97211  
288-6923

November 9, 1970

Douglas A. Pew, Director  
Timmy Educational Center  
5203 N. E. 22 Avenue  
Portland, Oregon

Dear Mr. Pew:

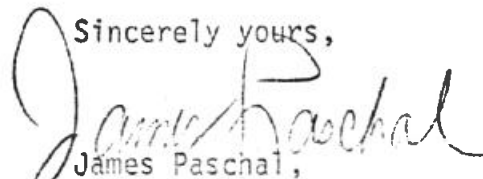
We have enclosed for your information and guidance CDA Letter # 8, Part II, which sets forth the accounting procedures required of subcontractors (operating agencies) by the Department of Housing and Urban Development.

The principal requirements are detailed in CDA Letter # 8, and they will be talked over with you by Price Waterhouse and Co., the CPA firm retained by Model Cities to perform the systems evaluation of your books.

I would like to emphasize that a systems evaluation is not an audit of your records, rather it is an inspection which determines the adequacy of your bookkeeping system.

Your continued cooperation is greatly appreciated.

Sincerely yours,

  
James Paschal,  
Administrative Assistant