

JAN 18 1974

CITIES

CONTRACT FOR SERVICES
BY AND BETWEEN THE CITY OF PORTLAND
AND ANDREW L. BRANCH & CO., P.S.

THIS AGREEMENT, entered into as of this 1st day of April, 1974, by and between the CITY OF PORTLAND, OREGON, hereinafter referred to as the "City" and ANDREW L. BRANCH & CO., P.S., 2611 South Dearborn Street, Seattle, Washington 98144, hereinafter referred to as the "Contractor";

W I T N E S S E T H :

WHEREAS, the City has entered into a contract with the Department of Housing and Urban Development to carry out a Model City Program; and

WHEREAS, the Department of Housing and Urban Development requires periodic audits of Model City operating agencies by an independent auditor; and

WHEREAS, the City desires to engage the Contractor to provide professional auditing services for the Portland Model City Agency, hereinafter referred to as the "C.D.A.", in connection with the financial operation of Model City operating agencies, hereinafter referred to as the "O/A"; and

WHEREAS, the Contractor represents that it is qualified and is willing to provide the professional services requested by the C.D.A.:

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

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

- A. The Contractor shall examine and report upon the accounting records and internal controls of individual "O/As", as directed by the C.D.A., insofar as they reflect the activities of the Fourth Action Year ending June 30, 1974. This audit shall conform to the following terms and conditions:
 1. The Contractor shall comply with all Department of Housing and Urban Development (HUD) requirements contained in C.D.A. Letter No. 8, Part II, to be furnished to the Contractor by the C.D.A.
 2. The audit program to be followed by the Contractor shall be in accordance with Exhibit "A" (Audit Programs for Audits of Operating Agencies) attached hereto and by this reference made a part hereof.
 3. The Contractor shall conduct a post-audit review and shall report upon the degree of implementation of recommendations made in the final audit report.

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II. OPERATING AGENCIES TO BE AUDITED

The following Portland Model Cities Program operating agencies will be audited for the period from June 16, 1973 through June 30, 1974:

- A. Martin Luther King Scholarship Fund
- B. Albina Youth Opportunity School
- C. Comprehensive Health Planning Association
- D. Multnomah Association for Retarded Children
- E. Freedom House
- F. Albina Contractors Association, Inc.
- G. Community Care Association
- H. Youth Recreation - Youth Affairs Council
- I. Operation Step-Up (Nero Industries)
- J. Albina Health Care
- K. MEDIA, Inc. - Operations
- L. MEDIA, Inc. - Trust
- M. Albina Art Center
- N. Youth Affairs Council - Little League

III. DURATION OF AGREEMENT

This agreement is for the period from April 1, 1974, to and including October 31, 1974.

IV. COMPENSATION AND METHOD OF PAYMENT

The Contractor shall be reimbursed by the City for its costs of performance hereunder, not to exceed the sum of \$38,800.

- A. The costs of the auditing services provided to the City hereunder shall be paid according to the actual time spent by the Contractor's professional staff based upon an hourly rate of \$20 per hour for staff and senior accountants and \$25 per hour for partners, plus out-of-pocket expenses.
- B. Such amounts as may become due to the Contractor by the City because of this contract shall be paid on a monthly basis upon receipt by the City of a written requisition for payment from the Contractor specifying that the Contractor has performed the work under this contract in conformance with the contract and that the Contractor is entitled to receive the amount requisitioned under the terms of this contract.

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V. TERMINATION

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

- A. In such event, all finished or unfinished documents, data, studies, surveys, and reports prepared by the Contractor under this contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive reimbursement for costs incurred in performance of all work satisfactorily completed hereunder.
- B. The Contractor shall be liable to the City for damage sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damage due the City from the Contractor is determined.
- C. This contract may be cancelled at the option of the Contractor for any willful failure or refusal on the part of the City to perform faithfully the contract according to its terms.
- D. 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 "B" hereof.

VII. GENERAL CONDITIONS

- A. The Contractor 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 "C").
- B. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.
- C. The Contractor shall submit to the City Demonstration Agency one copy of all formal documents produced under this agreement.

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- D. All statutory, charter and ordinance provisions that are applicable to public contracts in the City of Portland and the State of Oregon shall be followed.
- E. The Contractor hereby agrees that pursuant to Oregon Revised Statutes 279.312, the Contractor shall:
 - 1. Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the prosecution of the work provided for herein.
 - 2. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this contract.
 - 3. Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished hereunder.
 - 4. Pay to the Department of Revenue of the State of Oregon all sums withheld from employees pursuant to ORS 316.167.
- F. The Contractor hereby agrees that, pursuant to ORS 279.314, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. The Contractor further agrees that payment by City of such a claim shall not relieve the Contractor or its surety from his or its obligation with respect to any unpaid claims.
- G. The Contractor hereby agrees, pursuant to ORS 279.316, that no person shall be employed for more than eight 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 at least time and a half for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 187.010, except Veterans Day. However, when specifically agreed to under a written labor-management negotiated labor agreement, a laborer may be paid at least time and a half pay for work performed on Veterans Day or any legal holiday specified in ORS 187.020.
- H. The Contractor hereby agrees, pursuant to ORS 279.030, that the Contractor shall make promptly, as due, payment to any person, copartnership, association or corporation, furnishing medical surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor, of all sums which the Contractor agrees to pay for such services

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and all monies and sums which Contractor collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

CITY OF PORTLAND

By _____
Mayor

By _____
Commissioner of Public Affairs

ANDREW L. BRANCH & CO., P.S.

By Andrew L. Branch
President

Approved as to Form:

City Attorney

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A. Cash

1. When an agency maintains a separate bank account, obtain a copy of the operating agency's audit.
 - a. If none is available, an independent reconciliation will be prepared.
 - b. Verify mathematical accuracy.
 - c. Trace outstanding checks and ascertain reasons for the delay in clearing outstanding checks.
2. Prepare and submit confirmation request to depository and compare balance shown on the confirmation to the bank reconciliation, bank statement, and general ledger.

In instances where no separate bank account has been established, i.e., city agencies whose depository is the city auditor-controller, confirmation of the cash balance shall be obtained from the cognizant fiscal officer.

3. Review procedures for cash disbursements.
 - a. Ascertain whether fidelity bond coverage has been secured for all of the personnel responsible for making disbursements.
 - b. Make selective review of entries in cash disbursements journal to determine whether such entries are in accord with general accounting principles.
 - c. Ascertain whether authorizations to approve the disbursements are on file. Verify whether only qualified employees are authorized to make disbursements.
 - d. Review procedures for making disbursements on a timely basis and comment on any unreasonable delays in processing disbursement vouchers.
 - e. Determine whether negotiable disbursement documents (such as blank checks) are properly safeguarded and accounted for, and that access to these items is limited.

B. Accounts Receivable

1. Determine propriety of all items comprising the balances in the respective accounts at the close of the audit period.
2. Review any large or unusual items recorded in any of the accounts during the audit period. Ascertain the reason for any receivable that has been outstanding a significant length of time.
3. Whenever it appears reasonable, consider the desirability of confirming an outstanding receivable.

C. Advances

1. Verify that all advances, as recorded on the books of the operating agency, are in accord with the Model Cities program fiscal records.
2. Ascertain whether advances appear to be necessary and comment in the event any advances might be excessive to the requirements of the operating agency.

Figure 7. Audit Program for Audits of Operating Agencies

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D. Accounts Payable and Accrued Liabilities

1. Verify that balance shown on the accounts payable account at the end of the audit period is supported by unpaid vouchers on file.
2. Trace the accruals recorded and evaluate the reasonableness of such accruals.

E. Deferred Credits and Equity

1. For all "unearned" balances recorded on the books of the operating agency at the end of the audit period, verify that these balances are in agreement with the Model Cities program fiscal office records.
2. All balances shown on the "equity" accounts at the end of the audit period should be traced to the Model Cities program fiscal records for verifications.

F. Cost Control

1. Salaries

- a. Verify that position classifications conform to the approved operating agency budget.
- b. Examine two nonconsecutive pay periods and make in-depth analysis of all elements of salary documentation.
- c. Verify time and attendance records for each employee.
- d. Ascertain that allocated time charges are supported by properly identified time records.

2. Consultants and Contract Services

- a. Verify contract costs for two nonconsecutive months. Ascertain whether charges are made in accordance with the terms of the contract.
- b. Evaluate controls over payments to individual contractors to prevent overpayments and determine whether contract payments exceed the contract amount.

3. Travel

- a. Verify that procedures for approval of travel are in accord with operating agency regular procedures.
- b. Trace the charges for two nonconsecutive months as selected from the disbursements journal.
- c. Determine that vouchers contain adequate information for review.

4. Space—Verify that all charges made are in agreement with any lease or agreement which has been properly executed.

Figure 7 (Continued)

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5. Consumable Supplies

- a. Examine charges for two nonconsecutive months.
- b. Determine that proper documentation is available to support requests for purchase of supplies.

6. Nonexpendable Equipment

- a. Ascertain whether physical inventory records are maintained and all items are identified with a Model Cities program equipment tag.
- b. Determine whether a physical inventory was taken at the end of the fiscal year and if the total shown is in agreement with the control account.
- c. Verify that proper procurement procedures were used to acquire equipment.

7. Other Charges

- a. Examine charges for two nonconsecutive months.
- b. Ascertain whether proper documentation is available to support requests for purchase.

G. Program Evaluation

1. Determine, by discussion with cognizant operating agency personnel and Model Cities program personnel, whether program functions are being accomplished in accordance with the objectives previously established.
2. Ascertain whether the operating agency has been submitting required reports on a timely basis.
3. Determine whether adequate monitoring and cooperation is being furnished by Model Cities program personnel.
4. Where program activity is not being initiated according to the schedule, determine reasons for delay.

Figure 7 (Continued)

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Appendix 7

L. CITIES

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

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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 8 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.

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4. DAVIS-BACON ACT

(1) Minimum wages. (1) 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.

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(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 or 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

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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.

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U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
MODEL CITIES ADMINISTRATION
SUPPLEMENTARY GENERAL CONDITIONS
FOR CONTRACTS WITH OPERATING AGENCIES AND CONTRACTORS*

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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.

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

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

SEC. 105. Conflict of Interest. --

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

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

Interest of Contractor and Employees. -- The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Model Neighborhood Area or any parcels therein, which would conflict in any manner or degree with the performance of his services hereunder. The Contract further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employee 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.

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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

HUD-703 (2-68)

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ADMINISTRATION

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MOBILE CITIES

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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-7030 (12-69)

HUD-Wash., D. C.

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ADMINISTRATION

ORDINANCE No. 138052

An Ordinance authorizing an agreement with Andrew L. Branch & Co., P. S. for auditing in connection with the Model Cities Program at a cost not to exceed \$38,800, authorizing the drawing and delivery of warrants, and declaring an emergency.

Section 1. The Council finds that in connection with the operation of the Model Cities Fourth Action Year Program, it is appropriate to engage public accountants to conduct audits of the operating agencies; that Andrew L. Branch & Co., P. S., 2611 South Dearborn Street, Seattle, Washington, 98144, presents itself to the City as an organization having the experience and personnel capabilities to conduct such auditing; that the cost thereof is now estimated to be \$38,800, which sum is available to the City within the Model Cities Fund and that Exhibit "A", attached to the original hereof, is an appropriate form of agreement for said purposes.

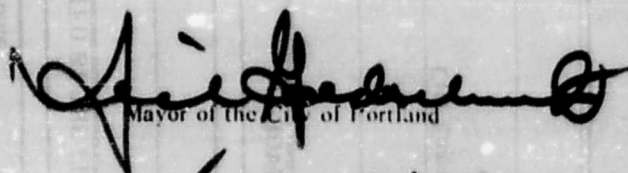
Now, therefore, the Mayor and Commissioner of Public Affairs hereby are authorized to execute on behalf of the City an agreement similar in form to Exhibit "A", attached to the original only hereof and by this reference made a part hereof.

Section 2. The Mayor and Auditor hereby are authorized to draw and deliver warrants in favor of Andrew L. Branch & Co., P. S., 2611 South Dearborn Street, Seattle, Washington, 98144, pursuant to the agreement described in Section 1 hereof; the total sum of said warrants not to exceed the sum of \$38,800. Said warrants shall be charged to Model Cities Fund 513 (318/611).

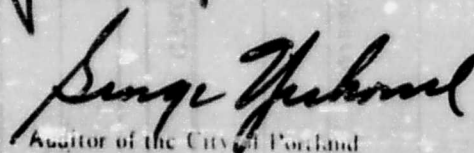
Section 3. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace, and safety of the City of Portland in this: In order that the services described in Section 1 hereof may be provided without undue delay; therefore, an emergency hereby is declared to exist,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

Passed by the Council, APR 10 1974

Commissioner Jordan
March 5 1974
MAS:ce


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No. 900

ORDINANCE No. 138052

Title

An ordinance authorizing an agreement with Andrew L. Branch & Co., P.S. for auditing in connection with the Model Cities Program at a cost not to exceed \$38, 800, authorizing the drawing and delivery of warrants, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:

	Yeas	Nays
Ward	1	
Jordan	1	
McCreedy	1	
Schwab	1	
Goldschmidt	—	

FOUR-FIFTHS CALENDAR

Anderson	
Ivanic	
McCreedy	
Schwab	
Goldschmidt	

Filed APR 5 1974

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Stephen Grace
Deputy

INTRODUCED BY

Commissioner Jordan

DRAWN BY

MAS:ce

Date March 5, 1974

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